

**SEMINOLE COUNTY GOVERNMENT  
BOARD OF ADJUSTMENT  
AGENDA MEMORANDUM**

**SUBJECT:** 4500 Orange Boulevard – Lauralee Westin, applicant; Request for special exception for a 150' monopole communication tower in M-1 (Industrial Zoning) district.

**DEPARTMENT:** Planning & Development **DIVISION:** Planning

**AUTHORIZED BY:** Kathy Fall **CONTACT:** Kathy Fall **EXT:** 7389

**Agenda Date** 1/26/09 **Regular** ☐ **Consent** ☐ **Public Hearing – 6:00** ☒

**MOTION/RECOMMENDATION:**

1. **Approve** the request for special exception for a 150' monopole communication tower in M-1 (Industrial Zoning) district; or
2. **Deny** the request for special exception for a 150' monopole communication tower in M-1 (Industrial Zoning) district; or
3. **Continue** The request to a time and date certain.

<b>GENERAL INFORMATION</b>	Lauralee Westin 4500 Orange Boulevard Sanford, Florida	M-1 District, LDC section 30.124 (conditional uses); communication towers
<b>BACKGROUND / REQUEST</b>	<ul style="list-style-type: none"> <li>• The applicant proposes to construct a 150 foot monopole communication tower in the M-1 district.</li> <li>• The subject property is owned by Good Commercial Holdings, LLC and has warehouse/industrial related uses existing on the property. The applicant proposes to lease a portion of the subject property in order to construct a 150 foot monopole and its associated facilities.</li> <li>• The M-1 zoning requires a special exception for communication towers when the monopole is 140 feet or greater.</li> </ul>	

**Reviewed by:**  
**Co Atty:** \_\_\_\_\_  
**Pln Mgr:** \_\_\_\_\_

**STANDARDS FOR  
GRANTING A  
SPECIAL EXCEPTION;  
LDC SECTION  
30.43(b)(2)**

The Board of Adjustment (BOA) shall have the power to hear and decide special exceptions it is specifically authorized to pass under the terms of the Land Development Code upon determination the use requested:

**IS NOT DETRIMENTAL TO THE CHARACTER OF THE  
AREA OR NEIGHBORHOOD OR INCONSISTENT WITH  
TRENDS OF DEVELOPMENT IN THE AREA:**

The trend of development in the area has included a combination of industrial/warehouse businesses, Interstate 4 and single family residential. The proposed tower is a standard 150 foot tall monopole structure that is not designed to assimilate into surrounding development.

Because the proposed tower, at the height proposed, would not blend into existing surroundings like a camouflage installation, staff believes the recommended design conditions should be applied if the Board decides to approve the request.

**DOES NOT HAVE AN UNDULY ADVERSE EFFECT ON  
EXISTING TRAFFIC PATTERNS, MOVEMENTS AND  
VOLUMES:**

The proposed tower would not have an adverse impact on existing traffic volumes, since the facility would be unmanned and require typically approximately one site visit per month (2 vehicle trips) for routine service and maintenance.

**IS CONSISTENT WITH THE SEMINOLE COUNTY  
COMPREHENSIVE PLAN:**

The Seminole County Vision 2020 comprehensive plan describes the Industrial Future Land Use (FLU) as a category established for community shopping centers, convenience stores, retail sales, and highway oriented commercial uses.

The comprehensive plan further describes Industrial FLU as appropriate for special exception uses like utility structures. With the imposition of staff's recommended conditions, the proposed communication tower would be consistent with the Industrial FLU designation.

	<p><b><u>MEETS ANY ADDITIONAL REQUIREMENTS SPECIFIED IN THE CODE SECTION AUTHORIZING THE USE IN A PARTICULAR ZONING DISTRICT OR CLASSIFICATION:</u></b></p> <p>Based on the submitted site plan, the proposed communication tower meets the 450 ft minimum separation distance from single family uses or land use/zoning classifications.</p> <p>Based on the submitted maps, reports and supporting documentation, the applicants have demonstrated a need to expand AT&amp;T's wireless service area by establishing a communication tower in the general vicinity of the subject property. The applicants have further indicated that all collocation opportunities have been explored and deemed unacceptable for meeting AT&amp;T's capacity goals and the provision of homogeneous service across its network. The monopole communication will have the capacity to accommodate four carriers including AT&amp;T.</p> <p>Staff has further determined that the proposed tower height is consistent with AT&amp;T's desire to provide capacity and coverage in the areas identified on the attached reports and maps. In general, the community growth and increased service has created a deficiency in the capacity and coverage to accommodate the wireless communication customer's needs in this area. The existing towers limitations can not handle the high call volume in this area including the 1-4 corridor.</p> <p><b><u>WILL NOT ADVERSELY AFFECT THE PUBLIC INTEREST:</u></b></p> <p>Within the M-1 district, communication towers are conditional uses when 140 feet or greater. The commercial character of the surrounding area appears to support this type of facility with minimal potential impacts to the aesthetics of the community.</p> <p>The incorporation of design elements, as stated in the staff conditions would reduce visual impact to surrounding development.</p>
<b>STAFF RECOMMENDATION</b>	<p>Based on the stated findings, staff recommends the Board of Adjustment approve the request for special exception to establish a 150 foot tall monopole communication tower in the M-1 (Industrial Zoning) district. Staff's recommendation of approval is conditioned upon the following:</p>

	<ol style="list-style-type: none"><li>1. The proposed tower shall not exceed 150 feet, as verified by a RF (radio frequency) engineer to be the minimum height needed to further AT&amp;T's immediate wireless communication goals in the area.</li><li>2. Any improvements and/or additions to the proposed tower shall be submitted for approval to the County.</li><li>3. No commercial signage or advertising shall be permitted on the proposed tower unless otherwise required by law.</li><li>4. The proposed tower shall not be artificially lighted except to assure human safety or as required by the Federal Aviation Administration.</li><li>5. The monopole tower shall have the capacity to accommodate four (4) carriers.</li><li>6. A listed species survey shall be provided prior to final engineering approval.</li><li>7. Prior to the final development order / approval, an application for full concurrency management shall be provided.</li></ol>
--	---



Fee: \$370.00

Application # B\$ 2008-17  
Meeting Date 12/1/08



**SPECIAL EXCEPTION APPLICATION**  
**SEMINOLE COUNTY PLANNING DIVISION**  
1101 East First Street Sanford FL 32771 (407) 665-7444

PROPERTY OWNER / APPLICANT (If you are not the owner please provide a letter of authorization from the owner)

Name: LAURALEE G. WESTINE, ESQUIRE

Address: 800 TARPON WOODS BLVD., SUITE E-1 City: PALM HARBOR Zip code: 34685

Project Address: 4500 ORANGE BLVD City: SANFORD Zip code: 32711

Phone number(s): 727-773-2221

Email address: lauralee@westinelaw.com

What is this request for?

- ☐ Church  
☐ Daycare  
☐ School  
☐ Group Home  
☐ Assisted Living Facility (ALF)  
☐ Kennel  
☐ Riding Stable  
☐ Alcoholic Beverage Establishment  
☒ Communication Tower  
☐ Other: \_\_\_\_\_

Is the property available for inspection without an appointment? ☒ Yes ☐ No

What is the current use of the property? M-1 (Industrial)

NO APPLICATION WILL BE ACCEPTED AND/OR SCHEDULED unless the required pre-application conference has been held and all of the required information in the Special Exception application and submittal checklist is provided to the Planning Division.

Signed: [Signature]

**FOR OFFICE USE ONLY**

Date Submitted: <u>10-10-08</u>	Reviewed By: <u>P. Johnson</u>
Tax parcel number: <u>16-19-30-5 AB-0100-0040</u> Zoning/FLU <u>M-1/IND.</u>	
<input type="checkbox"/> Legally created parcel (1971 tax roll, 5-acre dev, lot split)	<input type="checkbox"/> Platted Lot (check easements on lots / in dedication)
<input type="checkbox"/> Lot size _____	<input type="checkbox"/> Meets minimum size and width
<input type="checkbox"/> Past approval # _____	<input type="checkbox"/> Application and checklist complete
Notes: _____	
_____	
_____	

## SPECIAL EXCEPTION SUBMITTAL CHECKLIST

A Special Exception is approved to a detailed conceptual site plan. Following approval of the Special Exception by the Board of Adjustment a final engineered site plan is required to be submitted to Development Review. View Site Plan Review information.








✓	1. Completed application.
✓	2. Provide a statement of the request including a summary of the business operation. Include information such as: square footage of facilities; hours of operation; seating capacity; number of clients, or students; number of staff and how many shifts; and address any other site concerns that may impact adjacent properties.
✓	3. Owner's authorization letter (if needed). <i>This form can be obtained online.</i>
✓	4. A Special Exception is approved to a detailed conceptual site plan and should include, at minimum, the following information:
✓	○ Size and dimensions of the parcel
✓	○ Location of wetland and/or flood plain line, if applicable
✓	○ Location and names of all abutting streets
✓	○ Location of driveways
✓	○ Identification of available utilities (ex: water, sewer, well or septic)
✓	○ Location, size and type of any septic systems, drainfield and wells
✓	○ Location of all easements
✓	○ Existing and/or proposed buildings, structures and improvements (Label existing, label proposed, and include square footage and dimension of each)
✓	○ Building height
✓	○ Setbacks from each building to the property lines
✓	○ Proposed fences
✓	○ Location and size of buffers: show existing and proposed landscaping, fences and walls
✓	○ Location, number and size of existing and proposed parking spaces
✓	○ Location of existing and proposed outdoor lighting
✓	○ Location of existing and proposed signage
✓	○ Location of fire lanes
✓	5. Provide an 8 ½ x 11 reduction of the site plan.

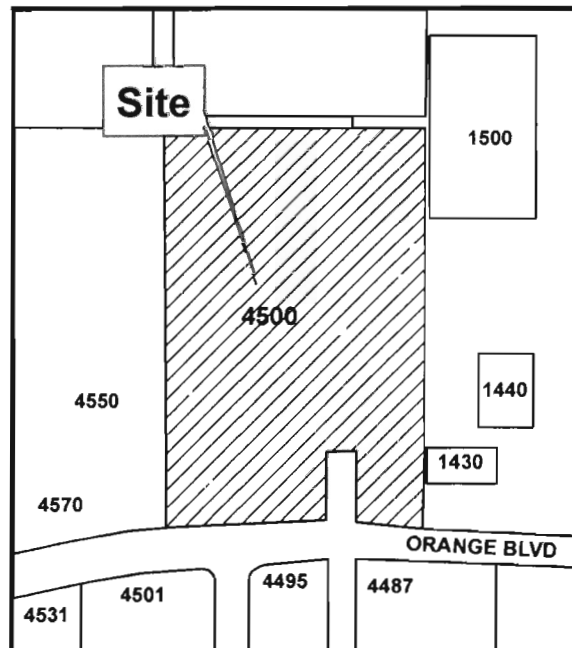
Lauralee G Westine, Esquire  
4500 Orange Blvd  
Sanford, Florida 32771



Seminole County Board of Adjustment  
January 26, 2009  
Case: BS2008-17 (Map 3000 Grid A5)  
Parcel No: 16-19-30-5AB-0100-0040

### Zoning

-  BS2008-17
-  A-1
-  R-1
-  C-3
-  M-1
-  PUD
-  PCD



Law Office of  
**LAURALEE G. WESTINE, P.A.**

800 Tarpon Woods Blvd., Ste E-1  
Palm Harbor, Florida 34685

Telephone: (727)773-2221  
Facsimile: (727)773-2616

---

**SENT VIA HAND DELIVERY**

October 10, 2008

RECEIVED OCT 10 2008

Kathy Fall, Principal Coordinator  
Seminole County  
Planning Division  
1101 East First Street  
Sanford, Florida 32771

RE: **AT&T Mobility Corporation**  
**AT & T Site Name: 17-92 & I-4**  
**Special Exception for a 150' Monopole Communication Tower and Related Facility**  
**4500 Orange Boulevard, Sanford, FL 32771**

To Whom It May Concern:

Enclosed herein please find the following documentation supporting my client, AT&T Mobility Corporation, (AT&T) application for a Special Exception for 150' monopole and related facilities located at 4500 Orange Boulevard, Sanford.

- Application for Special Exception
- Application for Concurrency Review Deferral Affidavit
- Agent of Record Letter from United Commercial Real Estate Services, Inc. to Lauralee G. Westine, Esq.
- Agent of Record Letter from Good Commercial Holdings, LLC to Lauralee G. Westine, Esq.
- Agent of Record Letter from AT & T Mobility Corporation to Lauralee G. Westine, Esq.
- Warranty Deed
- Option and Lease Agreement
- Memorandum of Lease
- Copy of DRC Pre-Application Comments
- AT&T Propagation Maps
- One set of 11 x 17 site plan
- One 11 x 17 Survey
- One reduced set of plans 8 ½ x 11
- One reduced 8 1/2 x 11 Survey

### Summary of Project

AT&T is requesting the approval of a Special Exception for a 150' Monopole and related facilities at 4500 Orange Boulevard, Sanford; Parcel Number 16-19-30-5AB-0100-0040. The parcel is owned by Good Commercial Holdings, LLC. The parent tract is zoned M-1 and consists of 4.5 acres mol. AT&T's lease area for the proposed tower and compound is 3000 square feet. The surrounding parcels are zoned North - M-1, South - Orange Boulevard; A-1 and PUD, East - M-1, and West - A-1 and PUD.

### Land Development Code Criteria

This application meets the requirements of the Seminole County Land Development Code for a Special Exception as follows:

#### **Sec. 30.1364. Performance standards.**

##### *(a) Setbacks.*

- (1) Communication tower setbacks shall be measured from the outer extremity of the base of the communication tower to the property line of the parcel on which it is located.

**The proposed monopole tower is located as follows from the property lines:**

**North: 22'**

**South: 622'**

**East: 60'**

**West: 256'**

- (2) Communication towers shall be located on parcels which comply with the minimum setback and lot size requirements of the zoning classification assigned to the property on which they are located.

**The M-1 zoning designation does not have minimum building site regulations other than sufficient land area available to observe all requirements of the district.**

**The M-1 minimum setbacks are as follows:**

**Front: 50'**

**Sides: 10'**

**Rear: 10'**

**The proposed monopole tower and compound facility exceeds the minimum setback standards of the M-1 zoning district.**

(3) For towers located on properties assigned the PUD or PCD zoning classification, the setback requirements for the parcel outlined in the PUD/PCD approval shall apply.

N/A

(4) In cases where there are non-conforming residential uses on property which is not assigned a residential zoning classification, a reduction of fifty (50) percent of the side or rear yard setback distance opposite the non conforming residential use shall be permitted by the Planning Manager unless the side or rear yard proposed for reduction is assigned a residential land use designation or zoning classification.

N/A

(b) *Minimum separation from off-site uses/designated areas*

(1) Communication tower separation shall be measured from the outer extremity of the base of the tower to the closest property line of the off-site use as specified in Table 1 below.

**The proposed location of the monopole and related facility meets the minimum standards specified in Table 1. Please see Page Z1.**

(2) Separation requirements for communication towers shall comply with the minimum standards established in Table 1 below unless otherwise provided.

**The proposed location of the monopole and related facility meets the minimum standards established in Table 1. Please see Page Z1.**

(3) Reduced separation distances may be reduced by the Planning Manager when written consent as set forth in a recordable instrument is obtained from all property owners within the applicable separation distance.

N/A

(4) Separation distances may be decreased or increased by the Board of Adjustment in accordance with the procedural requirements for variances as set forth in this Code and the substantive determinations as set forth in Table 1 below, when considering whether to approve a special exception, if competent substantial evidence is presented demonstrating unique planning considerations and compatibility impacts.

N/A

TABLE 1  
MINIMUM SEPARATION FROM OTHER USES

TABLE INSET:

Off-site Use	Separation Distance
Property assigned a single-family (includes modular homes and mobile homes used for living purposes), duplex, or multi-family residential zoning classification or future land use designation or with an existing residential use.	200 feet or 300% height of tower whichever is greater except when a variance is granted based upon findings that the aesthetic impacts of the tower is enhanced, that compatibility with abutting property owners is maintained, and the approval of the tower would be consistent with and further the provisions of section 30.1362. The standard relative to variances as otherwise set forth in this Code may be considered in determining whether to approve a variance hereunder, but shall not be determinative as to whether the variance may be granted.
Property assigned a non-residential zoning classification or future land use designation or property with an existing non residential use.	None. Only district setbacks apply.

(c) *Separation distances between communication towers.*

(1) Separation distances between communication towers shall be and measured between the communication tower proposed for approval and those towers that are permitted or existing.

**There are no lattice, guyed, or monopole towers within 1500' of this proposed location. Please see Page Z1.**

(2) The separation distances shall be measured by drawing or following a straight line between the GPS coordinate of the center of the existing or permitted communication tower and the proposed GPS coordinate of the center of the proposed communication tower as depicted on a site plan of the proposed tower.

**Please see page Z-1.**

(3) The separation distances, listed in linear feet, shall be as set forth in Table 2 below:

Please see Page Z1.

TABLE 2  
SEPARATION DISTANCES BETWEEN COMMUNICATION TOWERS  
TABLE INSET:

DESCRIPTION	EXISTING TOWERS				
	LATTICE	GUYED	MONOPOLE 75 FT IN HEIGHT OR GREATER	MONOPOLE LESS THAN 75 FT IN HEIGHT	CAMOUFLAGE
LATTICE	5,000	5,000	1,500	750	0
GUYED	5,000	5,000	1,500	750	0
MONOPOLE 75 FT IN HEIGHT OR GREATER	1,500	1,500	1,500	750	0
MONOPOLE LESS THAN 75 IN HEIGHT	750	750	750	750	0
CAMOUFLAGE	0	0	0	0	0

(4) A variance from the minimum separation distances between communication towers as set forth in Table 2 may be granted when two (2) or more communication tower owners or operators agree to co-locate their communication antennas on the same communication tower and upon findings being made that the aesthetic impacts of the tower is enhanced, that compatibility with abutting property owners is maintained, and the approval of the tower would be consistent with and further the provisions of section 30.1362. The standard relative to variances as otherwise set forth in this Code may be considered in determining whether to approve a variance hereunder, but shall not be determinative as to whether the variance may be granted.

**AT&T is not seeking any variances in this Special Exception application.**

(d) *Measurement of height.* - Measurement of communication tower height shall include antenna, base pad and any and all other appurtenances and shall be measured from the finished grade of the parcel on which the communication tower is located.



**The monopole being requested is 150' to the top of all appurtenances. Please see Page Z3.**

**Sec. 30.1365. Design criteria.**

(a) *Illumination.* Communication towers shall not be artificially lighted except to assure human safety or as required by the Federal Aviation Administration (FAA). At time of construction of a communication tower in cases where there is property assigned a residential future land use designation, a residential zoning classification or has a valid residential use located within a distance from the tower which is equal to or less than three hundred (300) percent of the height of the communication tower, dual mode lighting shall be requested by the applicant from the FAA.

**AT&T is not proposing to light the tower. Please see Page Z1, Note 1.**

(b) *Finished color.* Communication towers not requiring FAA painting/markings shall have either a galvanized finish, shall be painted a non-contrasting gray finish, or shall be painted in a finish to enhance camouflaging as determined by the Planning Manager.

**The proposed monopole shall have a galvanized finish. Please see Page Z1, Note 2.**

(c) *Fencing.* A chain link fence or a wall not less than eight (8) feet in height from finished grade shall be installed by the applicant around each communication tower. Barbed wire or another fencing method to prevent pedestrian access to the tower, as approved by the Planning Manager, shall be installed along the top of the fence or wall, but shall not be included when calculating the height of the fence or wall. Access to the tower through the fence or wall shall be through a gate which shall be locked at all times the communication tower site is not being occupied by the person or entity in charge of the communication tower or site.

**AT&T is proposing an 8' chain link fence to surround the tower and the associated equipment located on the ground. Please see Page Z2.**

(d) *Landscaping.*

(1) The visual impacts of each communication tower shall be mitigated through landscaping or other screening materials at the base of the communication tower and ancillary structures in order to maintain visual aesthetics for those who must view the site on a regular basis including, but not limited to, proximate residents and the travelling public.

**Please see Page Z1 and Z2.**

(2) The following landscaping and buffering requirements shall apply to each communication tower around the perimeter of the tower and accessory structures; provided, however, that these standards may be determined by the Planning Manager, based upon the intent of this section and sound and generally acceptable planning principles, to be unnecessary for those sides of the property on which a proposed tower will be located that are near to lands that are not likely to be developed or that are not likely to be adversely impacted by the communication tower or when the property on which the communication tower will be located is not in public view.

**AT&T is not requesting any waivers or variances from this section of the Land Development Code.**

(3) Landscaping shall be installed on the outside of fences.

**The landscaping proposed will be located outside an 8' chain link fence surrounding the tower compound. Please see Page Z1 and Z2.**

(4) The use of existing vegetation shall be preserved to the maximum extent practicable and may be used as a substitute of or in supplement towards meeting landscaping requirements.

(5) A row of canopy trees a minimum of eight (8) feet tall, two and one-half (2 1/2) inches in caliper, and a maximum of ten (10) feet apart shall be planted around the perimeter of the fence or at locations which enhance greater screening from other uses as determined by the Planning Manager.

(6) A continuous hedge at least twenty-four (24) inches high at planting of sufficient health and quality able to attain a height of at least thirty-six (36) inches within twelve (12) months shall be planted in front of the tree line.

(7) All landscaping shall be of the evergreen variety being a minimum quality of Florida #1.

(8) All landscaping shall be xeriscape tolerant or irrigated and properly maintained to ensure good health and viability.

**Please see landscaping buffer notes on Page Z1.**

(e) *Structural design.*

(1) Communication towers shall be constructed in accordance with the most current edition of the EIA/TIA 222-E Standards, as published by the Electronic Industries Association, any and all Seminole County construction/building codes, all applicable Land Development regulations and federal and state law.

**Please see Page Z1, Note 4.**

(2) Any improvements and/or additions to a communication tower such as, by way of example only, antenna or satellite dishes, must be submitted for approval to the County and shall require submission of plans sealed and verified by a professional engineer licensed in the State of Florida which provides substantial competent evidence of compliance with the then current EIA/TIA Standard. Said site plan shall be submitted to and subject to the approval of the Seminole County Building Official, or his or her designee.

**AT&T shall comply with this section of the Land Development regulations.**

(f) No commercial signage or advertising shall be permitted on a communication tower unless otherwise required by law or the signage pertains only to the posting of the property relative to trespassing.

**Please see Page Z1, Note 5.**

**Sec. 30.136c. Abandonment.**

(a) Reserved.

(b) In the event the communication tower is found by the Planning Manager to be abandoned, the owner/operator of the communication tower or the owner of the property on which the communication tower is located shall have one hundred eighty (180) days from the date of the Planning Manager's finding of abandonment within which to:

(1) Reactivate the use of the communication tower or transfer the tower to another owner/operator who must make actual use of the tower as previously permitted within ninety (90) days of the transfer, or

(2) Dismantle and remove the communication tower.

(c) Determination of the date of abandonment shall be made by the Planning Manager who shall have the power to request documentation and affidavits from the communication tower owner/operator regarding the issue of communication tower usage. The communication tower owner/operator shall provide all requested information within five (5) working days of a request being made.

(d) With regard to towers that received special exception and/or variance approval, one hundred eighty (180) days after dismantling or the expiration of the three hundred and sixty (360) day period as set forth in this section, the special exception and/or variance for the tower shall automatically expire.

(e) Each owner/operator of a communication tower shall post a surety bond, or other instrument or guarantee of a form acceptable to the County Attorney, with the Planning Manager in favor of the County in an amount found by the Planning Manager to be reasonably necessary to remove the communication tower in the event of abandonment. The Planning Manager is hereby granted authority to establish this amount based on policy guidelines adopted by the Board of County Commissioners. The contents of such bond shall include or the bond shall be accompanied with a

contingent right of entry which runs with the land to authorize entry upon the property in the event that it is necessary to remove the abandoned tower.

**AT&T will comply with this section of the Land Development regulations. Please see Page Z1, Abandonment Notes.**

**Sec. 30.1368. Co-location of communication tower antennas.**

(a) *General policy relating to co-location.* To minimize adverse visual impacts associated with the proliferation and clustering of communication towers, co-location of communication antennas by more than one (1) carrier on existing or new communication towers is encouraged. Additional communication antennas proposed on existing Communication Towers are permitted uses and may co-locate onto existing communication towers if they satisfy the requirements of this section and no special exception is required.

**The proposed 150' monopole is designed to accommodate 3 additional carriers in addition to AT&T.**

**Sec. 30.1369. Certification of compliance with FCC NIER Standards.**

Prior to receiving final inspection by the County the applicant shall provide certification to the FCC, with copy to the current planning office, verifying that the communications facility complies with all current FCC regulations for NIER.

**AT&T will comply with this section of the Land Development regulations to the extent required by FS 365.172.**

### PART 3. ADMINISTRATION

#### Sec. 30.43. Board of adjustment.

(2) *Special exceptions.* To hear and decide only those special exceptions as the Board of Adjustment is specifically authorized to pass on under the terms of this Code; to decide such questions as are involved in determining when special exceptions should be denied or granted with appropriate conditions and safeguards. After review of an application and a public hearing thereon, with due public notice, the Board of Adjustment may allow uses for which a special exception is required; provided, however, that said Board must first make a determination that the use requested:

(A) Is not detrimental to the character of the area or neighborhood or inconsistent with trends of development in the area; and

**The parent tract is zone M-1. The nature of the area is commercial/industrial. The site has been located so that it abuts parcels zoned M-1 and used in a commercial/industrial fashion on the North and East. The closest residence is 896' from the proposed tower.**

(B) Does not have an unduly adverse effect on existing traffic patterns, movements and volumes; and

**The proposed tower is an unmanned facility and will not generate any adverse traffic volume. The estimated traffic to the site is 1 trip per carrier collocated on the tower per month for basic maintenance.**

(C) Is consistent with the County's comprehensive plan; and

**The proposed monopole meets or exceeds the criteria for approval in the Land Development regulations. The tower is proposed to be located in an industrial area with the closest residence being located 896' from the monopole.**

(D) Meets any additional requirements specified in the code section authorizing the use in a particular zoning district or classification; and

**AT&T is not requesting any waivers or variances to the Land Development Code and meets or exceeds the code requirements.**

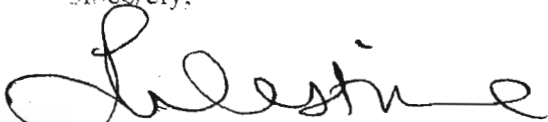
(E) Will not adversely affect the public interest.

**The addition of this tower site allows AT&T and other wireless carriers and providers to provide Seminole County citizens the ability to reach 911 via their mobile phones in an emergency. Additionally, new sites allow emergency responders to locate a citizen more accurately using the E-911 system.**

...

In the event that I am able to provide you with additional information or answer any questions that the public may have regarding this application, please not hesitate to contact me or provide my contact information to anyone with questions or concerns.

Sincerely,



Lauralee G. Westine, Esq.

enclosures

MARYANNE MORSE, CLERK OF CIRCUIT COURT  
SEMINOLE COUNTY  
BK 07033 Pgs 1602 - 1607, (6pgs)  
CLERK'S # 2008083175  
RECORDED 07/18/2008 04:08:43 PM  
RECORDING FEES \$2.50  
RECORDED BY L McKinley

## MEMORANDUM OF LEASE

**Prepared by:**

Lea Collins  
United Commercial Real Estate Services, Inc.  
1325 International Parkway, Suite 2211  
Lake Mary, FL 32746

**Return to:**

New Cingular Wireless PCS, LLC  
6100 Atlantic Boulevard  
Norcross, Georgia 30071  
Attn: Network Real Estate Administration

Re: Cell Site # 10127566; Cell Site Name: 17-92 & I-4  
Fixed Asset # 10127566  
State: Florida  
County: Seminole

## MEMORANDUM OF LEASE

This Memorandum of Lease is entered into on this 16<sup>th</sup> day of JUNE, 2008, by and between Good Commercial Holdings, LLC, a Florida limited liability company, having a mailing address of 1590 Bobby Lee Point, Sanford, Florida 32771 (hereinafter referred to as "**Landlord**") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 6100 Atlantic Boulevard, Norcross, GA 30071 (hereinafter referred to as "**Tenant**").

1. Landlord and Tenant entered into a certain Option and Lease Agreement ("**Agreement**") on the 16<sup>th</sup> day of JUNE, 2008, for the purpose of installing, operating and maintaining a communications facility and other improvements. All of the foregoing are set forth in the Agreement.
2. The initial lease term will be five (5) years ("**Initial Term**") commencing on the \_\_\_\_\_ of \_\_\_\_\_, 20\_\_, with four (4) successive five (5) year options to renew. The Landlord and Tenant shall execute and record written notice of any Extension Term exercised by Tenant, otherwise this Memorandum of Lease shall expire automatically at the end of the Initial Term or at the end of each Extension Term thereafter.

3. The portion of the land being leased to Tenant (the "Premises") is described in Exhibit 1 annexed hereto.
4. This Memorandum of Lease is not intended to amend or modify, and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Agreement, all of which are hereby ratified and affirmed. In the event of a conflict between the provisions of this Memorandum of Lease and the provisions of the Agreement, the provisions of the Agreement shall control. The Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns, subject to the provisions of the Agreement.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Lease as of the day and year first above written.

WITNESSES:

Frederick C. Tombros  
Print Name: Frederick C. Tombros

Patti Sholar  
Print Name: Patti Sholar

"LANDLORD"

Good Commercial Holdings, LLC, a Florida limited liability company

By: [Signature]  
Print Name: Michael J. Good  
Title: Managing Member  
Date: 6/9/08

WITNESSES:

Kathy Porter  
Print Name: Kathy Porter

Amanda Smith  
Print Name: Amanda Smith

"TENANT"

New Cingular Wireless PCS, LLC,  
a Delaware limited liability company  
By: AT&T Mobility Corporation  
Its: Manager

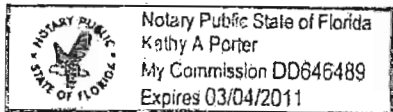
By: [Signature]  
Print Name: Douglas R. O'Neil  
Title: Executive Director  
Date: 6-16-08



TENANT ACKNOWLEDGMENT

STATE OF Florida )  
COUNTY OF Seminole ) ss:

On the 16<sup>TH</sup> day of June, 2008, before me personally appeared Douglas R. O'Neil, and acknowledged under oath that he is the New Cingular Wireless PCS, LLC, by AT&T Mobility Corporation, its manager, a Delaware limited liability company, on behalf of the limited liability company, the Tenant named in the attached instrument, and as such was authorized to execute this instrument on behalf of the Tenant.



Kathy A. Porter  
Notary Public Kathy Porter  
My Commission Expires: 3-4-2011

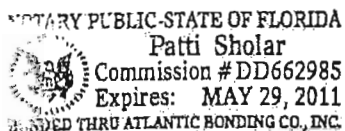
LANDLORD ACKNOWLEDGMENT

CORPORATE ACKNOWLEDGMENT

STATE OF Florida )  
COUNTY OF Seminole ) ss:

I CERTIFY that on June 9, 2008, Michael J. Good personally came before me and acknowledged under oath that he or she:

- (a) is the Managing Member of Good Commercial Holdings, LLC a Florida limited liability company, the company named in the attached instrument,
- (b) was authorized to execute this instrument on behalf of the company and
- (c) executed the instrument as the act of the company.



Patti Sholar  
Notary Public: Patti Sholar  
My Commission Expires: 5/29/08

## EXHIBIT 1

### DESCRIPTION OF PREMISES

Page 1 of 3

to the Agreement dated \_\_\_\_\_, 2008, by and between Good Commercial Holdings, LLC, a Florida limited liability company, as Landlord, and New Cingular Wireless PCS, LLC a Delaware limited liability company, as Tenant.

The Premises are described and/or depicted as follows:

#### PARENT TRACT

LOT 4, BLOCK 1, AND THE EAST 1/2 OF VACATED STREET ADJACENT AND TO THE WEST OF SAID LOT LESS THE SOUTH 15 FEET OF SAID STREET ADJACENT ON THE WEST, SANFORD FARMS, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGES 127, 128 AND 128 1/2, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA, LESS ROAD RIGHT OF WAY AS CONVEYED TO THE COUNTY OF SEMINOLE BY WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 1786, PAGE 1714, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHEAST CORNER OF LOT 4, BLOCK 1, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGES 127, 128 AND 128 1/2, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA; SAID CORNER BEING ON A CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 3085.78 FEET; THENCE FROM A TANGENT BEARING OF S86°18'50"W, RUN WESTERLY ALONG THE ARC OF SAID CURVE 316.41 FEET THROUGH A CENTRAL ANGLE OF 05°52'30"; THENCE RUN N03°37'29"W, ALONG THE WEST LINE OF LOT 4, A DISTANCE OF 42.68 FEET TO A POINT ON A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 25.00 FEET; THENCE FROM A TANGENT BEARING OF S03°37'29"E, RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE 41.63 FEET THROUGH A CENTRAL ANGLE OF 95°23'59" TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 3100.78 FEET; THENCE RUN EASTERLY ALONG THE ARC OF SAID CURVE 288.90 FEET THROUGH A CENTRAL ANGLE OF 05°20'18" TO THE EAST LINE OF SAID LOT 4; THENCE S03°39'43"E, 15.00 FEET TO THE POINT OF BEGINNING.

#### LEGAL DESCRIPTION (AS PREPARED BY SURVEYOR)

##### AT&T MOBILITY LEASE PARCEL 17-92 & 14 332X0266

A PORTION OF LOT 4, BLOCK 1, SANFORD FARMS, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGES 127, 128 AND 128 1/2, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID LOT 4 FOR A POINT OF BEGINNING; THENCE SOUTH 03°40'38" EAST, ALONG THE EAST LINE OF SAID LOT 4, A DISTANCE OF 40.00 FEET; THENCE DEPARTING SAID EAST LINE, SOUTH 86°10'25" WEST, A DISTANCE OF 75.00 FEET; THENCE NORTH 03°40'38" WEST, A DISTANCE OF 40.00 FEET TO THE NORTH LINE OF SAID LOT 4; THENCE NORTH 86°10'25" EAST, ALONG SAID NORTH LINE, A DISTANCE OF 75.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.0688 ACRES OR 3000 SQUARE FEET, MORE OR LESS.

##### AT&T MOBILITY INGRESS/EGRESS AND UTILITY EASEMENT 17-92 & 14 332X0266

A PORTION OF LOT 4, BLOCK 1, SANFORD FARMS, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGES 127, 128 AND 128 1/2, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID LOT 4; THENCE SOUTH 03°40'38" EAST, ALONG THE EAST LINE OF SAID LOT 4, A DISTANCE OF 40.00 FEET; THENCE DEPARTING SAID EAST LINE, SOUTH 86°10'25" WEST, A DISTANCE OF 75.00 FEET; THENCE NORTH 03°40'38" WEST, A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 86°10'25" WEST, A DISTANCE OF 2.35 FEET; THENCE SOUTH 03°40'38" EAST, A DISTANCE OF 600.01 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF ORANGE BOULEVARD, SAID POINT BEING A POINT ON A CURVE, SAID CURVE BEING CONCAVE SOUTHEASTERLY, HAVING A RADIUS DISTANCE OF 3100.78 FEET, A CENTRAL ANGLE OF 00°22'11", A CHORD BEARING OF SOUTH 84°41'59" WEST, AND A CHORD DISTANCE OF 20.01; THENCE SOUTHWESTERLY ALONG SAID NORTH RIGHT OF WAY LINE AND ARC OF SAID CURVE AN ARC DISTANCE OF 20.01 FEET; THENCE DEPARTING SAID NORTH RIGHT OF WAY LINE AND ARC OF SAID CURVE, NORTH 03°40'38" WEST, A DISTANCE OF 520.52 FEET; THENCE NORTH 86°10'25" EAST, A DISTANCE OF 22.35 FEET; THENCE SOUTH 03°40'38" EAST, A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.2858 ACRES OR 12452 SQUARE FEET, MORE OR LESS.

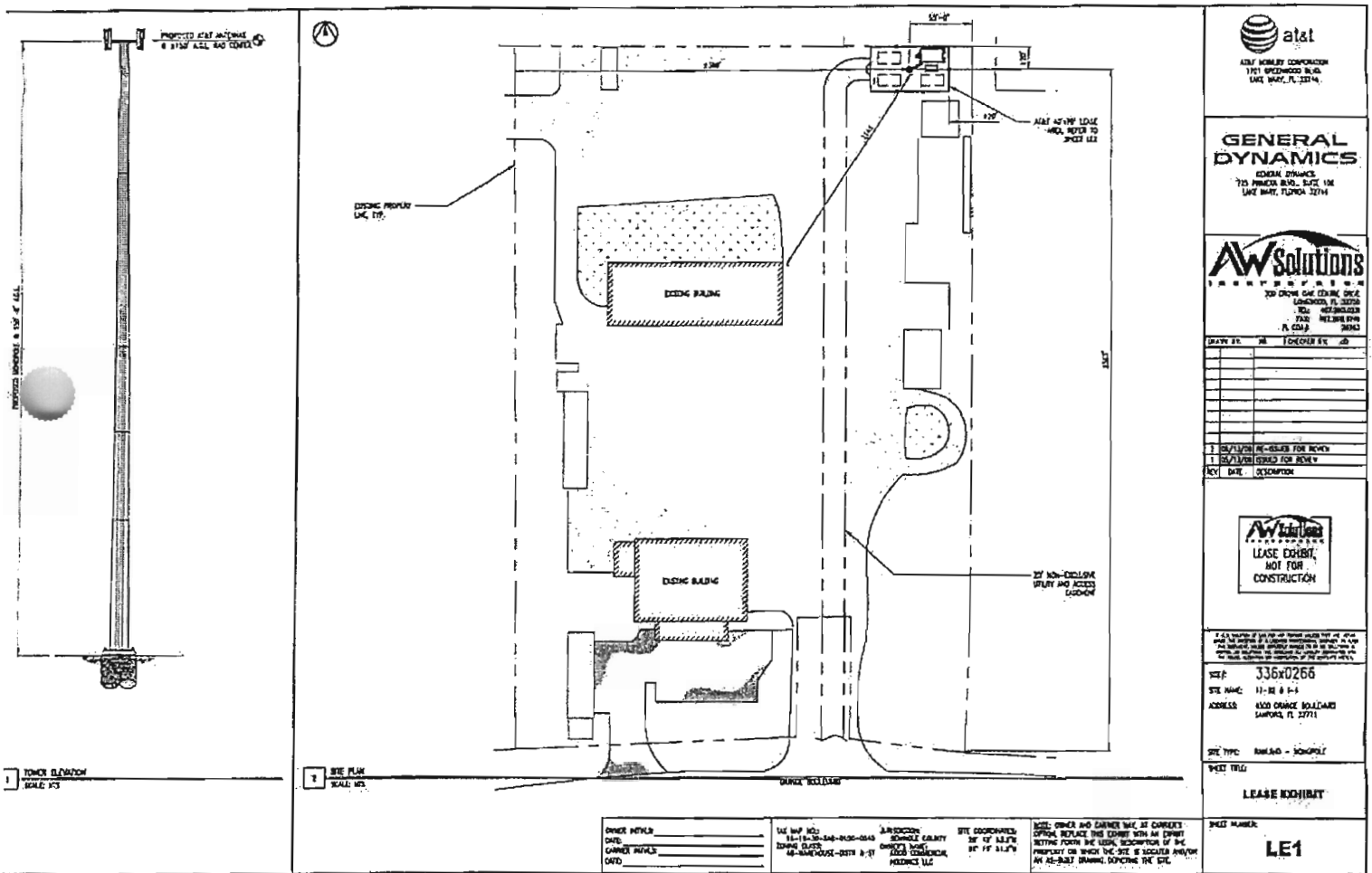
# EXHIBIT 1

## DESCRIPTION OF PREMISES

Page 2 of 3

to the Agreement dated \_\_\_\_\_, 2008, by and between Good Commercial Holdings, LLC, a Florida limited liability company, as Landlord, and New Cingular Wireless PCS, LLC a Delaware limited liability company, as Tenant.

The Premises are described and/or depicted as follows:



LEGIBILITY UNSATISFACTORY  
FOR SCANNING

### Notes:

1. This Exhibit may be replaced by a land survey and/or construction drawings of the Premises once received by Tenant.
2. Any setback of the Premises from the Property's boundaries shall be the distance required by the applicable governmental authorities.
3. Width of access road shall be the width required by the applicable governmental authorities, including police and fire departments.
4. The type, number and mounting positions and locations of antennas and transmission lines are illustrative only. Actual types, numbers and mounting positions may vary from what is shown above.

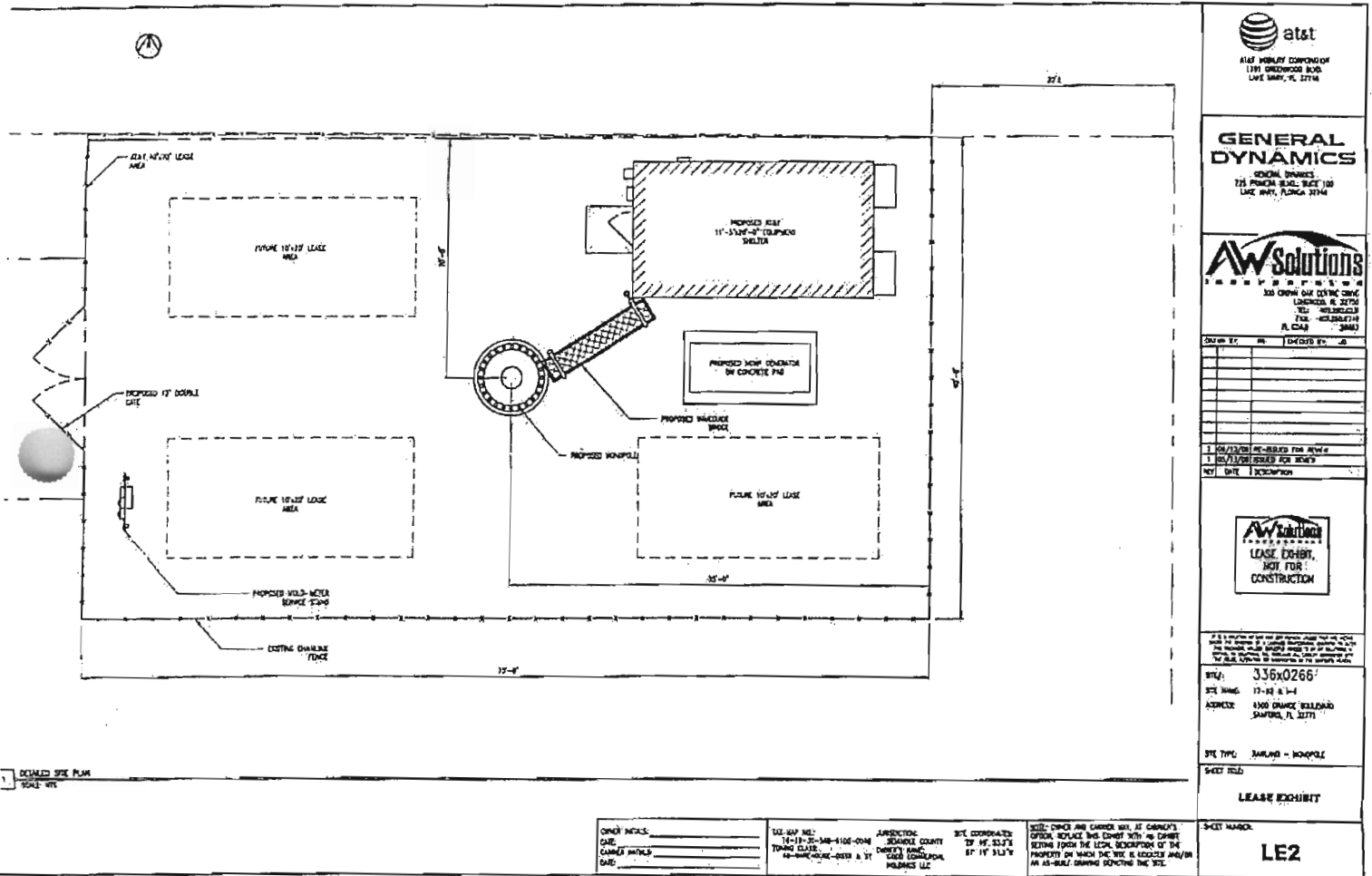
# EXHIBIT 1

## DESCRIPTION OF PREMISES

Page 3 of 3

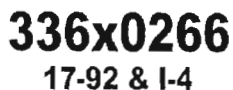
to the Agreement dated \_\_\_\_\_, 2008, by and between Good Commercial Holdings, LLC, a Florida limited liability company, as Landlord, and New Cingular Wireless PCS, LLC a Delaware limited liability company, as Tenant.

The Premises are described and/or depicted as follows:



### Notes:

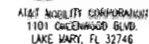
1. This Exhibit may be replaced by a land survey and/or construction drawings of the Premises once received by Tenant.
2. Any setback of the Premises from the Property's boundaries shall be the distance required by the applicable governmental authorities.
3. Width of access road shall be the width required by the applicable governmental authorities, including police and fire departments.
4. The type, number and mounting positions and locations of antennas and transmission lines are illustrative only. Actual types, numbers and mounting positions may vary from what is shown above.



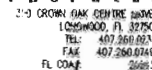
PROJECT DESCRIPTION: INSTALL NEW 150FT MONOPOLE, NEW CONCRETE SLAB, NEW EQUIPMENT SHELTER WITH TELECOMMUNICATIONS EQUIPMENT, UNDERGROUND UTILITIES, WAVEGUIDE BRIDGE, ANTENNAS, MOUNTS AND COAXIAL CABLES WITHIN NEW FENCED COMPOUND.

## TELCO COMPANY: NOT AVAILABLE F

## SITE ACQ./OWNER: \_\_\_\_\_

[illegible]

GENERAL DYNAMICS  
725 PINNARA BLVD., SUITE 100  
LAKE MARY, FLORIDA 32746



DRAWN BY:		FWB	CHECKED BY:	JD
68	10/02/08	REVISED PER COMMENTS		
69	09/22/08	REVISED PER COMMENTS		
67	10/07/08	ISSUED FOR ZONING		
7	06/16/08	ISSUED FOR REVIEW		
REV	DATE	DESCRIPTION		

OCT 02 2008

EMANUEL ROSEN  
FL. P.E. #54073

*[Faint, illegible text from a document page]*

FILE: 551x0256  
SFC NAME: 17-92 & 1-4  
ADDRESS: 4500 ORANGE BOULEVARD  
STAYFORD, FL 32771

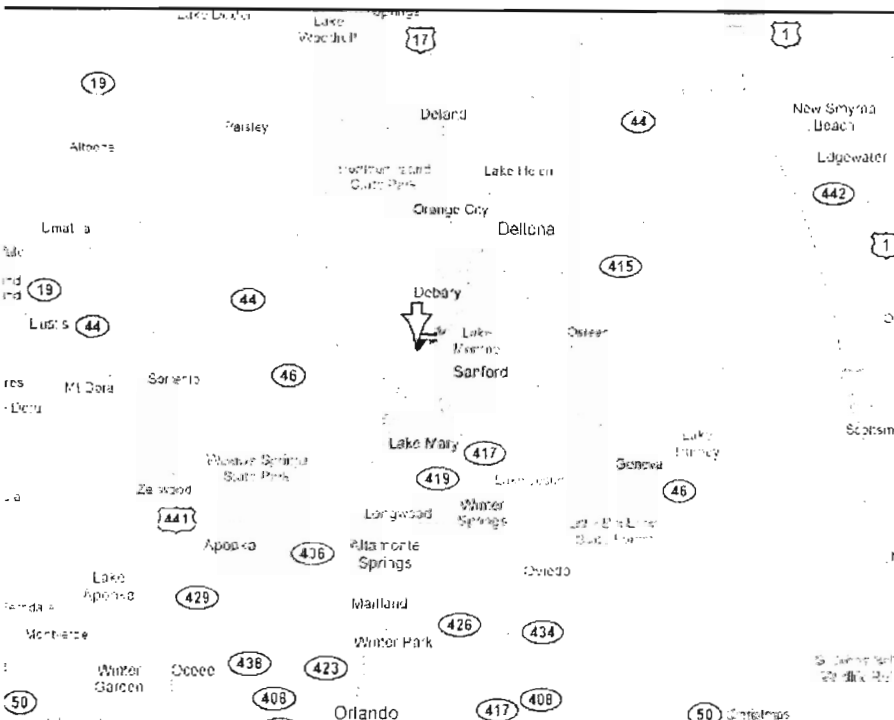
SITE TYPE: RAINLAND - MANGROVE

GARDEN TITLE:


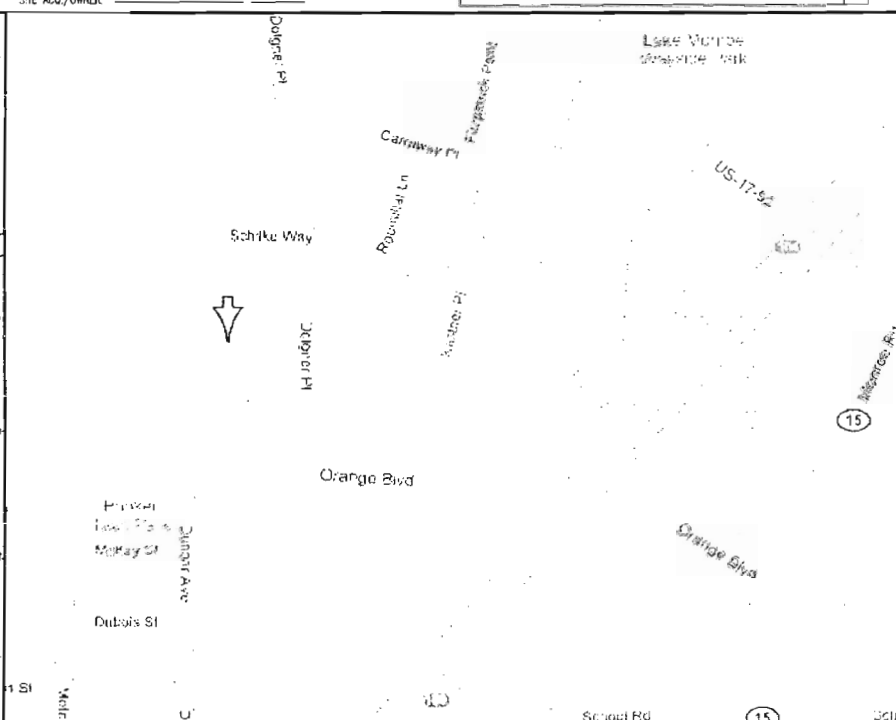
**TITLE SHEET**

SHEET NUMBER

T1



DRIVING DIRECTIONS \_\_\_\_\_  GENERAL VICINITY MAP

 SPECIFIC LOCATION MAP

UNDERGROUND  
SERVICE ALERT  
CALL TOLL FREE  
1-800-1-432-4770  
48 HOURS BEFORE  
YOUR DIG



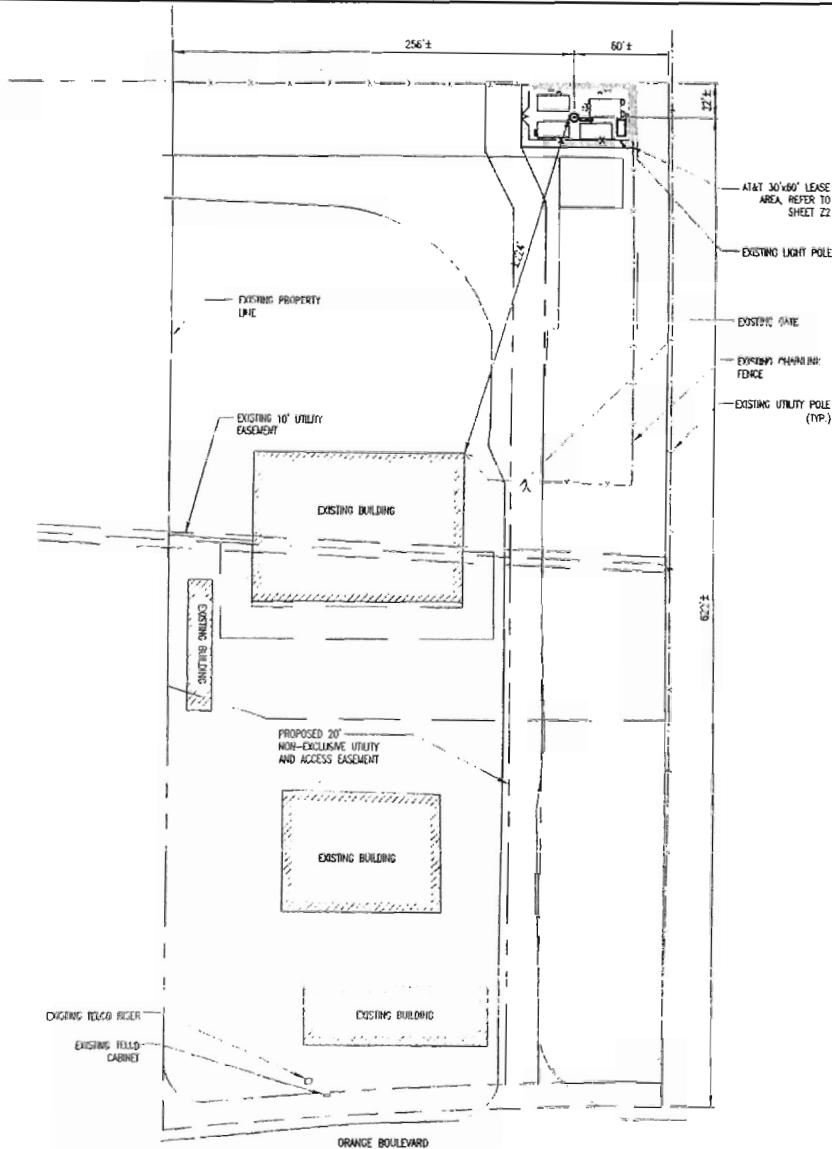
100 CROWN OAK CENTRE DRIVE  
LONGWOOD, FL 32750  
TEL: 407.260.023  
FAX: 407.260.074  
E-MAIL: [info@hvac.com](mailto:info@hvac.com)

# ABANDONMENT NOTE:

AT&T SHALL COMPLY WITH THE LDC PROVISION BELOW:

SEC. 30.1365. ABANDONMENT.

- (A) RESERVED.
- (B) IN THE EVENT THE COMMUNICATION TOWER IS FOUND BY THE PLANNING MANAGER TO BE ABANDONED, THE TOWER OWNER/OPERATOR OF THE COMMUNICATION TOWER OR THE OWNER OF THE PROPERTY ON WHICH THE COMMUNICATION TOWER IS LOCATED SHALL HAVE ONE HUNDRED EIGHTY (180) DAYS FROM THE PLANNING DATE OF THE PLANNING MANAGER'S FINDING OF ABANDONMENT WITHIN WHICH TO:
- (1) REACTIVATE THE USE OF THE COMMUNICATION TOWER OR TRANSFER THE TOWER TO ANOTHER OWNER/OPERATOR WHO MUST MAKE ACTUAL USE OF THE TOWER AS PREVIOUSLY PERMITTED WITHIN THIRTY (30) DAYS OF THE TRANSFER, OR
  - (2) DISMANTLE AND REMOVE THE COMMUNICATION TOWER.
  - (C) DETERMINATION OF THE DATE OF ABANDONMENT SHALL BE MADE BY THE PLANNING MANAGER WHO SHALL HAVE THE POWER TO REQUEST DOCUMENTATION AND AFFIDAVITS FROM THE COMMUNICATION TOWER OWNER/OPERATOR REGARDING THE ISSUE OF COMMUNICATION TOWER USAGE. THE COMMUNICATION TOWER OWNER/OPERATOR SHALL PROVIDE ALL REQUESTED INFORMATION WITHIN FIVE (5) WORKING DAYS OF A REQUEST BEING MADE.
  - (D) WITH REGARD TO TOWERS THAT RECEIVED SPECIAL EXCEPTION AND/OR VARIANCE APPROVAL, ONE HUNDRED EIGHTY (180) DAYS AFTER DISMANTLING OR THE EXPIRATION OF THE THREE HUNDRED AND SIXTY (360) DAY PERIOD AS SET FORTH IN THIS SECTION, THE SPECIAL EXCEPTION AND/OR VARIANCE FOR THE TOWER SHALL AUTOMATICALLY EXPIRE.
  - (E) EACH OWNER/OPERATOR OF A COMMUNICATION TOWER SHALL POST A SURETY BOND, OR OTHER INSTRUMENT OR GUARANTEE OF A FORM ACCEPTABLE TO THE COUNTY ATTORNEY, WITH THE PLANNING MANAGER IN FAVOR OF THE COUNTY IN AN AMOUNT FOUND BY THE PLANNING MANAGER TO BE REASONABLY NECESSARY TO REMOVE THE COMMUNICATION TOWER IN THE EVENT OF ABANDONMENT. THE PLANNING MANAGER IS HEREBY GRANTED AUTHORITY TO ESTABLISH THIS AMOUNT BASED ON POLICY GUIDELINES ADOPTED BY THE BOARD COUNTY COMMISSIONERS. THE CONTENTS OF SUCH BOND SHALL INCLUDE OR THE BOND SHALL BE ACCOMPANIED WITH A CONTINGENT RIGHT OF ENTRY WHICH GRANTS WITH THE LAND TO AUTHORIZE ENTRY UPON THE PROPERTY IN THE EVENT THAT IT IS NECESSARY TO REMOVE THE ABANDONED TOWER.



## LOWER SETBACKS

DISTANCE FROM NORTH PROPERTY LINE	±22'
DISTANCE FROM SOUTH PROPERTY LINE	±62'
DISTANCE FROM WEST PROPERTY LINE	±25'
DISTANCE FROM EAST PROPERTY LINE	±60'

## MINIMUM SEPARATIONS

RESIDENTIAL: 225' (NEAREST RESIDENCE IS 896' AWAY)

## MINIMUM SPACING FROM EXISTING TOWERS

LATTICE: 1500' (NO EXISTING TOWER WITHIN 1500')
GYRE: 1500' (NO EXISTING TOWER WITHIN 1500')
MONOPOLE (OVER 75'): 1500' (NO EXISTING TOWER WITHIN 1500')
MONOPOLE (UNDER 75'): 750' (NO EXISTING TOWER WITHIN 750')
CANOPY/CLASP: 0'

## NOTES:

1. MONOPOLE SHALL NOT BE LIGHTED EXCEPT AS REQUIRED FOR SAFETY AND TO MEET FAA REQUIREMENTS.
2. PROPOSED TOWER SHALL HAVE GALVANIZED FINISH.
3. TOWER SHALL BE ENCLOSED BY A CHAINLINK FENCE OF 8'-0" MINIMUM HEIGHT.
4. TOWER SHALL BE CONSTRUCTED IN ACCORDANCE WITH AAS/TA 222-G AND THE FBC 2004 WITH 2005 AND 2006 SUPPLEMENTS.
5. NO COMMERCIAL SIGNAGE SHALL BE POSTED ON THE PROPOSED TOWER.

## LANDSCAPE BUFFER NOTES:

1. THE VISUAL IMPACTS OF COMMUNICATION TOWER SHALL BE MITIGATED THROUGH LANDSCAPING IN ORDER TO MAINTAIN VISUAL AESTHETICS FOR THOSE WHO MUST VIEW THE SITE ON A REGULAR BASIS INCLUDING, BUT NOT LIMITED TO, PROXIMATE RESIDENTS AND THE TRAVELING PUBLIC.
2. THE FOLLOWING LANDSCAPING REQUIREMENTS MAY BE WAIVED OR ALTERED BY THE PLANNING MANAGER IF THE PLANNING MANAGER DETERMINES THAT THE NEIGHBORING PROPERTIES ARE NOT LIKELY TO BE ADVERSELY IMPACTED BY THE COMMUNICATION TOWER.
3. LANDSCAPING SHALL BE INSTALLED ON THE OUTSIDE OF FENCE.
4. NO VEGETATION IS CURRENTLY PRESENT ON SITE THAT COULD BE SUBSTITUTED FOR LANDSCAPING REQUIREMENTS.
5. A ROW OF CANOPY TREES WITH A MINIMUM HEIGHT OF 8' AND A MINIMUM CALIPER OF 2.5" SHALL BE PLANTED AT A MAXIMUM SPACING OF 10' AROUND THE PERIMETER OF THE COMPOUND.
6. A CONTINUOUS HEDGE AT LEAST 24" HIGH AT PLANTING BE SUFFICIENT HEALTH AND QUALITY ABLE TO ATTAIN A HEIGHT OF AT LEAST 36" WITHIN TWELVE MONTHS SHALL BE PLANTED IN FRONT OF THE TREE LINE.
7. ALL LANDSCAPING SHALL BE AT THE TWENTY-FIFTH QUARTY PERCH A MINIMUM QUALITY OF FLORIDA #1.
8. ALL LANDSCAPING SHALL BE KESCAPE TOLERANT FOR APPROPRIATE AND PROPERLY MAINTAINED TO ENSURE GOOD HEALTH AND VIABILITY.

## SYMBOL LEGEND

—E— POWER CONDUIT	—CS— FENCE
—T— TELE CONDUIT	—SS— SALT FENCE
—OH— OVERHEAD CONDUCTORS	
—G— GROUNDING	

1 — REPRESENTS DETAIL 1	NOTE 1 — REPRESENTS NOTE
07 — REPRESENTS SHEET 7	SUB E7 — REPRESENTS SHEET



AT&T MOBILITY CORPORATION  
1101 GREENWOOD BLVD.  
LAKE WORTH, FL 32746

## GENERAL DYNAMICS

GENERAL DYNAMICS  
755 PRIMAVERA BLVD., SUITE 100  
LAKE WORTH, FLORIDA 32746



300 CROWN OAK CENTRE DRIVE  
LAKEWOOD, FL 32750  
TEL: 407-260-0031  
FAX: 407-260-0749  
FL CO# 0000000000

DRAWN BY: TMB CHECKED BY: JO

08/16/02/08	REVISED PER COMMENTS
08/23/08	REVISED PER COMMENTS
08/23/08	ISSUED FOR ZONING
08/23/08	ISSUED FOR REVIEW
08/23/08	ISSUED FOR REVIEW

OCT 10 2008

ENABLING POLICY  
FL P.E. 754073

1. The information contained on this drawing is the property of the City of Lake Worth, Florida. It is to be used only for the purpose for which it was prepared and is not to be used for any other purpose without the written consent of the City of Lake Worth, Florida.

SHEET: 336X0266  
SITE NAME: 17-92 & I-4  
ADDRESS: 4505 ORANGE BOULEVARD  
SAFORD, FL 32771

SITE TYPE: RAILROAD - MONOPOLE

SHEET TITLE:

SITE PLAN

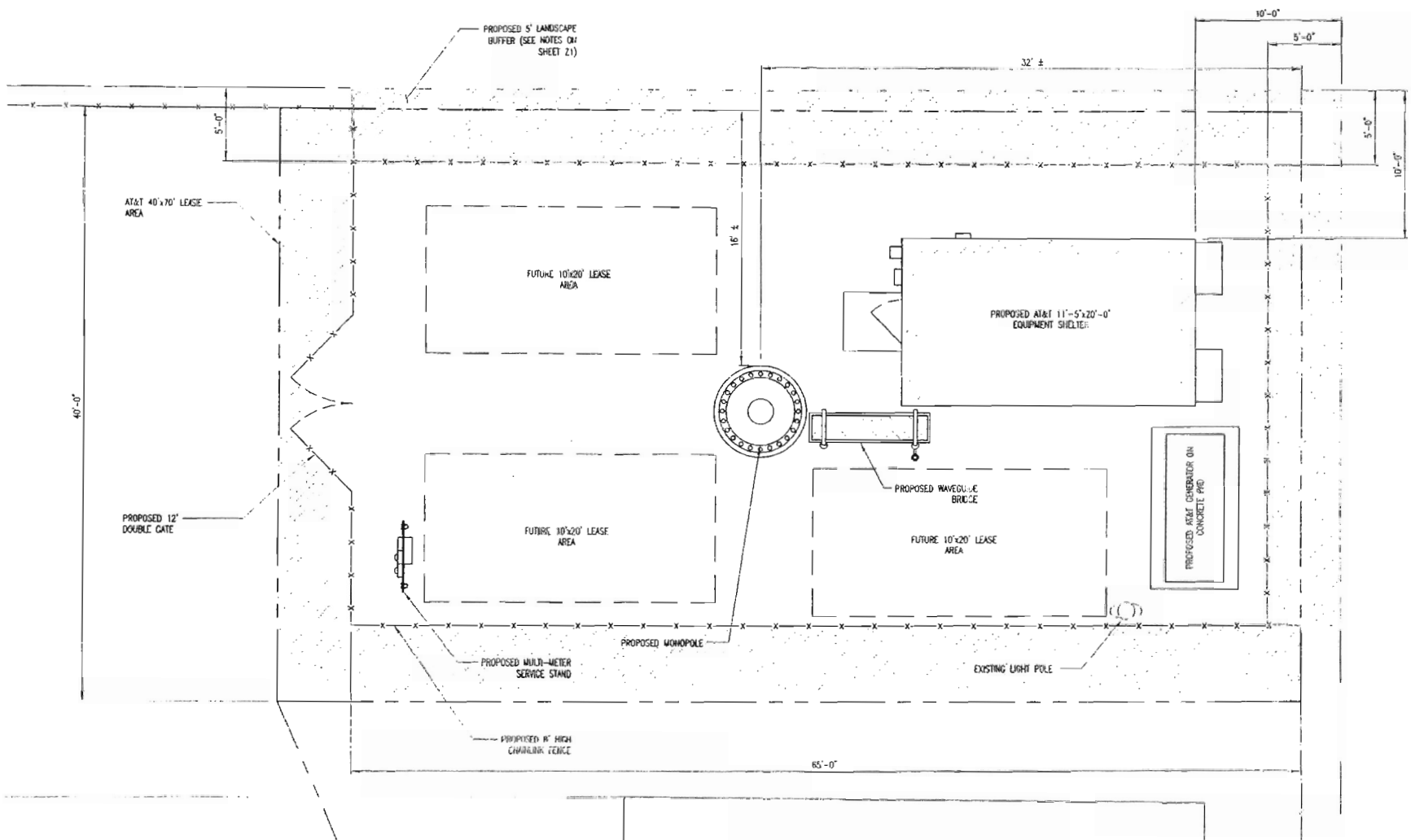
SHEET NUMBER:

21

## 1 SITE PLAN

SCALE: 1" = 80' (11" x 17")  
SCALE: 1" = 40' (24" x 36")

1. EQUIPMENT SHELTER SPECIFICATIONS: FURSTBUND D-R158.



1 DETAILED SITE PLAN  
SCALE: NTS

**SYMBOL LEGEND**

—C—	POWER CONDUIT	—X—	FENCE
—T—	TELCO CONDUIT	—CS—	SILT FENCE
—CHC—	OVERHEAD CONDUCTORS		
—G—	GROUNDING		
1	REPRESENTS DETAIL #	NOTE 1	REPRESENTS NOTE
67	REPRESENTS SHEET #	SHT 67	REPRESENTS SHEET #



AT&T MOBILITY CORPORATION  
1101 GREENWOOD BLVD.  
LAKE HART, FL 32746

**GENERAL DYNAMICS**

GENERAL DYNAMICS  
725 PRIMAVERA BLVD., SUITE 100  
LAKE HART, FLORIDA 32746



300 CROWN OAK CENTRE DRIVE  
LONGWOOD, FL 32750  
TEL: 407.264.0034  
FAX: 407.264.0049  
FL COAP 28983

DRAWN BY: TWS CHECKED BY: JD

REV	DATE	DESCRIPTION

02	10/12/08	REVISED PER COMMENTS
04	09/23/08	REVISED PER COMMENTS
0	06/07/08	ISSUED FOR ZONING
1	06/18/08	ISSUED FOR REVIEW

REV DATE DESCRIPTION

OCT 02 2008

EMMANUEL POULIN  
FL P.E. #54073

IF A. E. POULIN OR HIS FIRM, OR ANY OF ITS EMPLOYEES, HAS BEEN  
NOTIFIED BY THE STATE OF FLORIDA THAT HE OR SHE IS  
NOT A LICENSED PROFESSIONAL ENGINEER, HE OR SHE  
SHALL NOT BE PERMITTED TO SEAL OR SIGN ANY  
DRAWING OR SPECIFICATION, OR ANY OTHER DOCUMENT  
REQUIRING A PROFESSIONAL SEAL OR SIGNATURE.

SHEET: 336x0266

SITE NAME: 17-02 & 1-4

ADDRESS: 4500 DRAVAGE BOULEVARD  
SANFORD, FL 32771

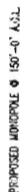
SITE TYPE: RURAL - MONOPOLE

SHEET TITLE:

**DETAILED SITE PLAN**

SHEET NUMBER:

**Z2**



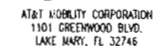
SCALE NIS

1. THE CONTRACTOR SHALL COORDINATE WITH AND COMPLY WITH THE PROVISIONS OF THE TOWER DESIGN PRIOR TO THE INSTALLATION OF ANTENNAS AND COAX ON THIS TOWER.
2. REFER TO STRUCTURAL DESIGN FOR REQUIRED PROVISIONS FOR COAXIAL CABLE SUPPORT AND CONFIGURATION.
3. TOWER ELEVATION SCHEMATIC ONLY, REFER TO STRUCTURAL DESIGN FOR ACTUAL MEMBER CONFIGURATION.

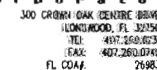


2 SCALE: NTS

1. TOWER DESIGN PROVIDED BY OTHERS.
2. SUBCONTRACTOR SHALL VERIFY WITH CONSTRUCTION COORDINATOR THAT HE/SHE IS WORKING TO THE LATEST REVISION OF RF DATA SHEET PRIOR TO COMMENCEMENT OF WORK.
3. MAINTAIN 6'-0" SPACING BETWEEN ONE SET OF TWO ANTENNAS PER SECTOR, TO ALLOW FOR FUTURE GROWTH.

3 DETAIL  
S.C.E. INC.R97 USED  
CDM: MTC

GENERAL DYNAMICS  
725 PRIMAVERA BLVD., SUITE 110  
LAKE MARY, FLORIDA 32746



ISSUED BY:	TDR	CHECKED BY:	3
08/10/02/09	REVISED PER COMMENTS		
09/09/23/08	REVISED PER COMMENTS		
01/06/07/08	ISSUED FOR ZONING		
01/06/10/08	ISSUED FOR REVIEW		
REV	DATE	DESCRIPTION	

EMMANUEL ROUJAI  
FL. PIC. 759273

SITE#: 336x0266  
SITE NAME: 17-92 & 1-4  
ADDRESS: 4600 ORANGE BOULEVARD  
SANFORD, FL 32771

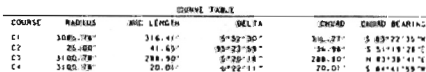
SITE TYPE: RANGLAND - MONOPOLIES

**TOWER ELEVATION &  
ANTENNA  
ORIENTATION**

SHEET NUMBER

Z3



[illegible][illegible]

BOUNDARY SURVEY  
PREPARED FOR  
**AT&T MOBILITY**  
17-82 & 14 332X0266  
A PORTION OF SECTION 16, TOWNSHIP 19 SOUTH, RANGE 20 EAST  
SEMINOLE COUNTY, FLORIDA

LOT 4, BLOCK 1, AND THE EAST 1/2 0/40 ACATED STRIPS ADJACENT AND TO THE WEST OF SAID LOT LESS THE SOUTH 15 FEET 0/40 SAID STRIP ADJACENT ON THE WEST, SANFORD FARMS, ACCORDING TO THE PLAT THEREOF AS REGISTERED IN PLAT BOOK 1, PAGES 127, 128 AND 128 1/2, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA, LESS ROAD RIGHT OF WAY AS CONVEYED TO THE COUNTY OF SEMINOLE BY WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 1786, PAGE 1714, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHERLY CORNER OF LOT, BLOCK 3, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGES 127, 128 AND 129. RUN 128.12', CURVE RECORDS OF SEMINOLE COUNTY, FLORIDA, SAID CURVE BEING ON A CURVE, CONCEAIVE SOUTHERLY AND HAVING A RADIUS OF 3048.78'; THENCE FROM THAT POINT BY A TANGENT BEARING OF S86°18'50"W, RUN 100.00'; THENCE SAID CURVE, CONCEIVE SOUTHERLY, HAVING A RADIUS OF 100.00', AN ARC OF 45°12'30", THENCE RUN N03°27'29"W, ALONG THE WEST LINE OF LOT 4, A DISTANCE OF 62.68' TO A POINT ON A CURVE CONCEIVE NORTHEASTERLY AND HAVING A RADIUS OF 25.00'; THENCE SAID CURVE, CONCEIVE NORTHEASTLY, HAVING A RADIUS OF 25.00', AN ARC OF 100.00', THENCE BEARING OF S03°27'29"E, RUN SOUTHEASTERLY 100.00'; THENCE SAID CURVE, CONCEIVE NORTHEASTLY, HAVING A RADIUS OF 25.00', AN ARC OF 100.00', THENCE BEARING OF S03°27'29"E, RUN SOUTHEASTERLY 100.00'; THENCE THE POINT OF REVERSE CURVATURE OF A CURVE CONCEIVE SOUTHERLY AND HAVING A RADIUS OF 2100.78'; THENCE RUN EASTERLY, ALONG THE ARC OF SAID CURVE 288.50'; THENCE SAID CURVE, CONCEIVE SOUTHERLY, HAVING A RADIUS OF 2100.78', AN ARC OF 100.00', THENCE SAID CURVE, CONCEIVE SOUTHERLY, HAVING A RADIUS OF 2100.78', AN ARC OF 100.00', THENCE S03°27'42"E, 15.00' TO THE POINT OF BEGINNING.

AT&T MOBILITY  
LEASE PARCEL  
17-92 & 14 312X02L5

AT&T MOBILITY  
LEASE PARCEL  
17-92 & 14 332X0251

A PORTION OF LOT 4, BLOCK 1, SANDHILL FARM, ACCORDING TO THE PLAT THEREOF AS  
RECORDED IN PLAT BOOK 1, PAGES 127, 128 AND 128 1/2. PUBLIC RECORDS OF  
SEMIWOLE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID LOT 4 FOR A POINT OF BEGINNING; THENCE SOUTH  $03^{\circ}40'38''$  EAST, ALONG THE EAST LINE OF SAID LOT 4, A DISTANCE OF 40.00 FEET; THENCE DEPARTING SAID EAST LINE, SOUTH  $86^{\circ}10'25''$  WEST, A DISTANCE OF 75.00 FEET; THENCE NORTH  $03^{\circ}40'38''$  WEST, A DISTANCE OF 40.00 FEET TO THE NORTH LINE OF SAID LOT 4; THENCE NORTH  $86^{\circ}10'25''$  EAST, ALONG SAID NORTH LINE, A DISTANCE OF 75.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.0000 ACRES OR 1000 SQUARE FEET, MORE OR LESS.

A PORTION OF LOT 4, BLOCK 1, SANDRO FARM, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGES 127, 128 AND 128 1/2, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COGNATE AT THE EAST END CORNER OF SAID LOT 10, THENCE SOUTH 40°38' EAST,  
 ALONG THE EAST LINE OF SAID LOT 10, A DISTANCE OF 480.00 FEET, BEARING  
 SAID EAST LINE, SOUTH 86°45'25" WEST, A DISTANCE OF 70.00 FEET, THENCE NORTH  
 86°45'25" WEST, A DISTANCE OF 100.00 FEET, BEARING SAID NORTH 86°45'25" WEST,  
 A DISTANCE OF 100.00 FEET, BEARING SAID NORTH 86°45'25" WEST, A DISTANCE OF  
 100.00 FEET, BEARING SAID NORTH 86°45'25" WEST, A DISTANCE OF 100.00 FEET,  
 EASTERLY, HAVING A RADIUS DISTANCE OF 1000.78 FEET, A CENTRAL ANGLE OF  
 202°21'11", A CHORD BEARING OF SOUTH 84°41'59" WEST, AND A CHORD DISTANCE OF  
 100.00 FEET, BEARING SAID CHORD BEARING OF SOUTH 84°41'59" WEST, A CHORD  
 DISTANCE OF 100.00 FEET, BEARING SAID CHORD BEARING OF SOUTH 84°41'59" WEST,  
 AN ARC DISTANCE OF 20.01 FEET, BEARING SAID NORTH 86°45'25" WEST, A CHORD  
 DISTANCE OF 20.01 FEET, BEARING SAID CHORD BEARING OF SOUTH 84°41'59" WEST,  
 AN ARC DISTANCE OF 20.01 FEET, BEARING SAID NORTH 86°45'25" WEST, A CHORD  
 DISTANCE OF 20.01 FEET, BEARING SAID CHORD BEARING OF SOUTH 84°41'59" WEST,  
 A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING.

1 HEREBY CERTIFY THAT THE BOUNDARY SURVEY PERFORMED ON  
MAY 18, 2008, IS IN ACCORDANCE WITH THE TECHNICAL STANDARDS  
AS REQUIRED BY CHAPTER 68G.1-4, FLORIDA ADMINISTRATIVE CODE.

KIM B. MITCHELL, P.E., L.S. NO. 5482  
CERTIFICATE OF AUTHORIZATION NO. L.B. 8845  
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL  
PAID SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

DRAWN	DATE
FIELD DATE	MAY 16, 1968
FIELD NO.	28413
SCALE	1" = 30'
PROJECT NO.	284-2805
FILE NAME	122-CRUS-SON
SHEET	1 OF 1

**SEMINOLE COUNTY  
APPLICATION & AFFIDAVIT**

**Ownership Disclosure Form**

Please provide the information as requested below in accordance with Ordinance No. 07-23:

1. List all natural persons who have an ownership interest in the property, which is the subject matter of this petition, by name and address.

Name: _____	Name: _____
Address: _____	Address: _____
City/Zip: _____	City/Zip: _____
Phone #: _____	Phone #: _____
 Name: _____	 Name: _____
Address: _____	Address: _____
City/Zip: _____	City/Zip: _____
Phone #: _____	Phone #: _____

(Use additional sheets for more space.)

2. For each corporate owner, list the name, address, and title of each officer of the corporation, the name and address of each director of the corporation, and the name and address of each shareholder who owns 2% or more of the stock of the corporation. Shareholders need not be disclosed as to corporations whose shares of stock are traded publicly on any national or regional stock exchange.

Name of Corporation: <u>GOOD COMMERCIAL HOLDINGS, LLC</u>	Name of Corporation: _____
Officers: <u>MICHAEL J. GOOD</u>	Officers: _____
Address: <u>1590 BOBBY LEE RD</u>	Address: _____
City/Zip: <u>SANFORD, FL 32771</u>	City/Zip: _____
Directors: _____	Directors: _____
Address: _____	Address: _____
City/Zip: _____	City/Zip: _____
Shareholders: _____	Shareholders: _____
Address: _____	Address: _____

(Use additional sheets for more space.)

3. In the case of a trust, list the name and address of each trustee and the name and address of the beneficiaries of the trust.

Name of Trust: _____	Beneficiaries: _____
Trustees: _____	Address: _____
Address: _____	City/Zip: _____
City/Zip: _____	

(Use additional sheets for more space.)

**SEMINOLE COUNTY  
APPLICATION AND AFFIDAVIT**

For partnerships, including limited partnerships, list the name and address of each principal in the partnership, including general or limited partners.

Name of Partnership: _____	Name of Partnership: _____
Principal: _____	Principal: _____
Address: _____	Address: _____
City/Zip: _____	City/Zip: _____

(Use additional sheets for more space.)

5. In the circumstances of a contract for purchase, list the name of each contract vendee, with their names and addresses, the same as required for corporations, trust, or partnerships. In addition, the date of the contract for purchase shall be specified along with any contingency clause relating to the outcome of the consideration of this petition.

Contract Vendee:	Contract Vendee:
Name: _____	Name: _____
Address: _____	Address: _____
City/Zip: _____	City/Zip: _____

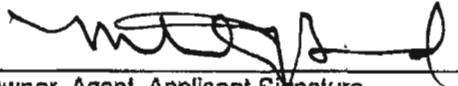
(Use additional sheets for more space.)

6. As to any type of owner referred to above, a change of ownership occurring subsequent to this application, shall be disclosed in writing to the Planning and Development Director prior to the date of the public hearing on the application.

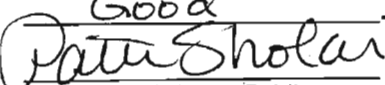
I affirm that the above representations are true and are based upon my personal knowledge and belief after all reasonable inquiry. I understand that any failure to make mandated disclosures is grounds for the subject rezone, future land use amendment, special exception, or variance involved with this Application to become void. I certify that I am legally authorized to execute this Application and Affidavit and to bind the Applicant to the disclosures herein.

10/3/08  
Date

STATE OF FLORIDA  
COUNTY OF Seminole

  
Owner, Agent, Applicant Signature  
Michael J. Good, as manager  
Good Commercial Holdings, LLC

Sworn to (or affirmed) and subscribed before me this 3rd day of October, 2008 by Michael J. Good

  
Signature of Notary Public

Patti Sholar  
Print, Type or Stamp Name of Notary Public

Personally Known ☒ OR Produced Identification \_\_\_\_\_  
Type of Identification Produced \_\_\_\_\_

NOTARY PUBLIC-STATE OF FLORIDA  
Patti Sholar  
Commission #DD662985  
Expires: MAY 29, 2011  
BONDED THRU ATLANTIC BONDING CO., INC.

**For Use by Planning & Development Staff**

Date: \_\_\_\_\_ Application Number: \_\_\_\_\_

Personal Property 

## PARCEL DETAIL

D JOHNSON, CFA, ASA

**PROPERTY  
APPRAISER**

SEMINOLE COUNTY FL

1101 E. FIRST ST  
SANFORD, FL 32771-1468  
407-665-7508**GENERAL**

Parcel Id: 16-19-30-5AB-0100-0040

Owner: GOOD COMMERCIAL HOLDINGS LLC

Mailing Address: 1590 BOBBY LEE PT

City,State,ZipCode: SANFORD FL 32771

Property Address: 4500 ORANGE BLVD

Facility Name:

Tax District: 01-COUNTY-TX DIST 1

Exemptions:

Dor: 48-WAREHOUSE-DISTR &amp; ST

**VALUE SUMMARY**

VALUES	2009 Working	2008 Certified
Value Method	Cost/Market	Cost/Market
Number of Buildings	2	2
Depreciated Bldg Value	\$156,218	\$159,010
Depreciated EXFT Value	\$6,253	\$6,414
Land Value (Market)	\$341,718	\$341,718
Land Value Ag	\$0	\$0
Just/Market Value	\$504,189	\$507,142
Portability Adj	\$0	\$0
Save Our Homes Adj	\$0	\$0
Assessed Value (SOH)	\$504,189	\$507,142

**Tax Estimator****2009 TAXABLE VALUE WORKING ESTIMATE**

Taxing Authority	Assessment Value	Exempt Values	Taxable Value
County General Fund	\$504,189	\$0	\$504,189
Schools	\$504,189	\$0	\$504,189
Fire	\$504,189	\$0	\$504,189
Road District	\$504,189	\$0	\$504,189
SJWM(Saint Johns Water Management)	\$504,189	\$0	\$504,189
County Bonds	\$504,189	\$0	\$504,189

The taxable values and taxes are calculated using the current years working values and the prior years approved millage rates.

**SALES**

Deed	Date	Book	Page	Amount	Vac/Imp	Qualified
WARRANTY DEED	05/2007	06707	1297	\$100	Improved	No
WARRANTY DEED	08/1983	01482	1967	\$110,000	Improved	No

Find Sales within this DOR Code

**2008 VALUE SUMMARY**

2008 Tax Bill Amount: \$7,637

2008 Certified Taxable Value and Taxes

DOES NOT INCLUDE NON-AD VALOREM ASSESSMENTS

**LAND**

Land Assess Method	Frontage	Depth	Land Units	Unit Price	Land Value
SQUARE FEET	0	0	227,812	1.50	\$341,718

**LEGAL DESCRIPTION**PLATS: LOT 4 & E 1/2 OF VACD ST ADJ ON W (LESS RD) BLK 1  
SANFORD FARMS

PB 1 PG 127

**BUILDING INFORMATION**

Bld Num	Bld Class	Year Blt	Fixtures	Gross SF	Stories	Ext Wall	Bld Value	Est. Cost New
1	STEEL/PRE ENG	1987	2	3,150	1	METAL PREFINISHED	\$96,584	\$111,787
	Subsection / Sqft			CARPORT UNFINISHED / 900				
	Subsection / Sqft			CARPORT UNFINISHED / 950				
2	MASONRY PILAS	1989	2	1,312	1	CONCRETE BLOCK - MASONRY	\$59,634	\$64,961

**Permits**



AT&T Mobility • 1101 Greenwood Boulevard • Lake Mary, FL 32746

October 3, 2008

Seminole County Planning Division  
1101 East First Street  
Sanford, FL 32771

RE: Letter of Authorization  
AT&T Proposed Communication Tower  
Address: 4500 Orange Blvd, Sanford, FL 32771

To Whom It May Concern:

New Cingular Wireless PCS, LLC (a.k.a AT&T Mobility Corporation) entered into an Option and Lease Agreement with Good Commercial Holdings, LLC dated June 16, 2008. AT&T Mobility Corporation has authorize the Agent(s) listed below to execute and file any and all necessary sets of plans, applications, or other required paperwork necessary in the zoning or permitting process for the purpose of installing, operating, and maintaining a telecommunications facility at the above referenced site/property.

Law Office of Laurelee G. Westine, PA  
Lauralee G. Westine, Esquire  
800 Tarpon Woods Blvd., Suite E-1  
Palm Harbor, Florida 34685

Please do not hesitate to contact me directly with any further questions or comments.

Warmest Regards,

**John Collins**

**Manager**

**NFL Real Estate & Construction**

**Office: 407-771-1401**

**Mobile: 407-416-9387**

**jc472t@att.com**

The foregoing instrument was acknowledged before me this 5 day of October, 2008,  
by John Collins, who is personally known to me or who has produced  
\_\_\_\_\_ as identification.



**Brian T. Borgiet**

Commission # DD513448

Expires February 1, 2010

Bonded Troy Fain Insurance, Inc. 800-385-7019

Notary Public:

My Commission Expires: 2/1/2010

This Instrument Prepared by and Return to:  
ROBERT S. MACDONALD, ESQ.  
POHL & SHORT, P.A.  
280 West Canton Avenue, Suite 410  
Post Office Box 3208  
Winter Park, Florida 32790

MARYANNE MORSE, CLERK OF CIRCUIT COURT  
SEMINOLE COUNTY  
BK 06707 Pgs 1297 - 1299; (3pgs)  
CLERK'S # 2007078578  
RECORDED 05/29/2007 10:34:09 AM  
DEED DOC TAX 0.70  
RECORDING FEES 27.00  
RECORDED BY H DeVore

**NOTICE TO RECORDER:** This instrument is subject to only minimum documentary stamp tax, as it evidences a conveyance of unencumbered real property for nominal consideration of \$10.00, to a grantee limited liability company that is wholly owned by the same owner(s) of the grantor, pursuant to the case of *Crescent Miami Center, LLC v. Florida Department of Revenue*, 903 So. 2d 913 (Fla. 2005).

### WARRANTY DEED

68  
THIS WARRANTY DEED, made the 17<sup>th</sup> day of May, 2007 A.D. by THE BRIAR CORPORATION, a Florida corporation, formerly known as Briar Construction & Paving Co., Inc., a Florida corporation, whose post office address is 4570 Orange Boulevard, Lake Monroe, Florida, herein called the grantor, to Good Commercial Holdings, LLC, a Florida limited liability company and wholly-owned subsidiary of grantor, whose post office address is 4570 Orange Boulevard, Lake Monroe, Florida, hereinafter called the grantee:

(Whenever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

**WITNESSETH:** That the grantor, for and in consideration of the sum of TEN AND 00/100 (\$10.00) Dollars and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee all that certain land situate in SEMINOLE County, State of Florida, viz:

See Exhibit "A" attached hereto.

**SUBJECT TO** restrictions, conditions and easements of record, if any, however this reference shall not operate to re-impose the same.

**TOGETHER**, with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

**TO HAVE AND TO HOLD**, the same in fee simple forever.

**AND**, the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land, and hereby warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes.

**THIS DEED** is prepared without the benefit of a title search.

IN WITNESS WHEREOF, the said grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in the presence of:

Robert McDodd  
Signature  
Robert McDodd  
Printed Name

Brenda L. Shields  
Signature  
Brenda L. Shields  
Printed Name

THE BRIAR CORPORATION, a Florida corporation, formerly known as BRIAR CONSTRUCTION & PAVING CO., INC.

William B. Keck  
By: William B. Keck, President

STATE OF FLORIDA  
COUNTY OF Orange

The foregoing was acknowledged before me this 17th day of May, 2007, by WILLIAM B. KECK, in his capacity as President of The Briar Corporation, a Florida corporation, on behalf of said corporation, who is ☐ personally known to me, or who ☒ has produced Driver's License as identification.

SEAL

Brenda L. Shields  
Notary Signature  
Print Name Brenda L. Shields  
My Commission DD 549030  
EXPIRES: May 6, 2010  
1-800-3-NOTARY FL Notary Discount Assoc. Co.

**Parcel 1:**

Lot 4, Block 1, and the East  $\frac{1}{2}$  of Vacated Street adjacent and to the West of said lot less the South 15 feet of said street adjacent on the West, SANFORD FARMS, according to the plat thereof as recorded in Plat Book 1, Pages 127, 128 and 128  $\frac{1}{2}$ , Public Records of Seminole County, Florida, Less road right of way as conveyed to the County of Seminole by Warranty Deed recorded in Official Records Book 1786, Page 1714, Public Records of Seminole County, Florida described as follows:

Begin at the Southeast corner of Lot 4, Block 1, SANFORD FARMS, according to the plat thereof as recorded in Plat Book 1, Pages 127, 128 and 128  $\frac{1}{2}$ , Public Records of Seminole County, Florida, said corner being on a curve concave Southerly and having a radius of 3085.78 feet; thence from a tangent bearing of South 86 degrees 18 minutes 50 seconds West, run Westerly along the arc of said curve 316.41 feet through a central angle of 05 degrees 52 minutes 30 seconds; thence run North 03 degrees 37 minutes 29 seconds West, along the West line of Lot 4 a distance of 42.68 feet to a point on a curve concave Northeasterly and having a radius of 25.00 feet; thence from a tangent bearing of South 03 degrees 37 minutes 29 seconds East, run Southeasterly along the arc of said curve 41.63 feet through a central angle of 95 degrees 23 minutes 59 seconds to the point of reverse curvature of curve concave Southerly and having a radius of 3100.78 feet; thence run Easterly along the arc of said curve 288.90 feet through a central angle of 05 degrees 20 minutes 18 seconds to the East line of said Lot 4; thence South 03 degrees 39 minutes 43 seconds East 25.00 feet to the Point of Beginning.

**Parcel 2:**

Lot 8, Block 3, SANFORD FARMS, according to the plat thereof as recorded in Plat Book 1, Pages 127, 128 and 128  $\frac{1}{2}$ , Public Records of Seminole County, Florida.

**Parcel 3:**

Lot 1, Block 3, and West  $\frac{1}{2}$  of Vacated Street adjacent and to the East of said lot less the South 15 feet of said street adjacent on the East, SANFORD FARMS, according to the plat thereof as recorded in Plat Book 1, Pages 127, 128 and 128  $\frac{1}{2}$ , Public Records of Seminole County, Florida, less the Southerly 15 feet of said lot for road right of way as conveyed to Seminole County by Warranty Deed recorded in Official Records Book 2851, Page 135, Public Records of Seminole County, Florida.



Market: Southeast/North Florida  
Cell Site Number: 10127566  
Cell Site Name: 17-92 & 1-4  
Fixed Asset Number: 10127566

## OPTION AND LEASE AGREEMENT

THIS OPTION AND LEASE AGREEMENT ("Agreement"), dated as of the latter of the signature dates below (the "Effective Date"), is entered into by Good Commercial Holdings, LLC, a Florida limited liability company, having a mailing address of 1590 Bobby Lee Point, Sanford, Florida 32771 (hereinafter referred to as "Landlord") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 6100 Atlantic Boulevard, Norcross, Georgia 30071 (hereinafter referred to as "Tenant").

### BACKGROUND

Landlord owns or controls that certain plot, parcel or tract of land, together with all rights and privileges arising in connection therewith, located at 4500 Orange Boulevard, in the County of Seminole, State of Florida (collectively, the "Property"). Tenant desires to use a portion of the Property in connection with its federally licensed communications business. Landlord desires to grant to Tenant the right to use a portion of the Property in accordance with this Agreement.

The parties agree as follows:

#### 1. OPTION TO LEASE.

(a) Landlord grants to Tenant an option (the "Option") to lease a certain portion of the Property containing approximately 40' x 70' (2,800) square feet including the air space above such ground space as described on attached Exhibit 1, together with unrestricted access for Tenant's uses from the nearest public right-of-way along the Property to the Premises as described on the attached Exhibit 1 (collectively, the "Premises").

(b) During the Option period and any extension thereof, and during the term of this Agreement, Tenant and its agents, engineers, surveyors and other representatives will have the right to enter upon the Property to inspect, examine, conduct soil borings, drainage testing, material sampling, radio frequency testing and other geological or engineering tests or studies of the Property (collectively, the "Tests"), to apply for and obtain licenses, permits, approvals, or other relief required of or deemed necessary or appropriate at Tenant's sole discretion for its use of the Premises and include, without limitation, applications for zoning variances, zoning ordinances, amendments, special use permits, and construction permits (collectively, the "Government Approvals"), initiate the ordering and/or scheduling of necessary utilities, and otherwise to do those things on or off the Property that, in the opinion of Tenant, are necessary in Tenant's sole discretion to determine the physical condition of the Property, the environmental history of the Property, Landlord's title to the Property and the feasibility or suitability of the Property for Tenant's Permitted Use, all at Tenant's expense. Tenant will not be liable to Landlord or any third party on account of any pre-existing defect or condition on or with respect to the Property, whether or not such defect or condition is disclosed by Tenant's inspection. Tenant will restore the Property to its condition as it existed at the commencement of the Option Term (as defined below), reasonable wear and tear and casualty not caused by Tenant excepted. In addition, Tenant shall indemnify, defend and hold Landlord harmless from and against any and all injury, loss, damage or claims arising directly out of Tenant's Tests.

(c) In consideration of Landlord granting Tenant the Option, Tenant agrees to pay Landlord the sum of \_\_\_\_\_ (0) within thirty (30) business days of the Effective Date. The Option will be for an initial term of six (6) months commencing on the Effective Date (the "Initial Option Term") and may be extended by Tenant for an additional six (6) months upon written notification to Landlord and the payment of an additional \_\_\_\_\_ (0) no later than ten (10) days prior to the expiration date of the Initial Option Term.

(d) The Option may be sold, assigned or transferred at any time by Tenant to Tenant's parent company or member if Tenant is a limited liability company or any affiliate or subsidiary of, or partner in, Tenant or its parent company or member, or to any third party agreeing to be subject to the terms hereof. Any buyer, assignee or transferee shall assume all of Tenant's rights and obligations under this Agreement in writing, and an executed copy of same shall be provided to Landlord on or before the effective date thereof. Otherwise, the Option may not be sold, assigned or transferred without the written consent of Landlord, such consent not to be unreasonably withheld, conditioned or delayed. From and after the date the Option has been sold, assigned or transferred by Tenant to a third party agreeing to be subject to the terms hereof, Tenant shall immediately be released from any and all liability under this Agreement, including the payment of any rental or other sums due, without any further action.

(e) During the Initial Option Term and any extension thereof, Tenant may exercise the Option by notifying Landlord in writing. If Tenant exercises the Option then Landlord leases the Premises to the Tenant subject to the terms and conditions of this Agreement. Both parties agree that in such event that they will execute and the Tenant will pay to record the Memorandum of Lease in the form attached as Exhibit 2 (See also Paragraph 23(b)). If Tenant does not exercise the Option during the Initial Option Term or any extension thereof, this Agreement will terminate and the parties will have no further liability to each other.

(f) If during the Initial Option Term or any extension thereof, or during the term of this Agreement if the Option is exercised, Landlord decides to subdivide, sell, or change the status of the zoning of the Premises, Property or any of Landlord's contiguous, adjoining or surrounding property (the "Surrounding Property," which includes (without limitation) the remainder of the structure) or in the event of foreclosure, Landlord shall immediately notify Tenant in writing. Any sale of the Property shall be subject to Tenant's rights under this Agreement. Landlord agrees that during the Initial Option Term or any extension thereof, or during the Term of this Agreement if the Option is exercised, Landlord shall not initiate or consent to any change in the zoning of the Premises, Property or Surrounding Property or impose or consent to any other restriction that would prevent or limit Tenant from using the Premises for the uses intended by Tenant as hereinafter set forth in this Agreement.

2. **PERMITTED USE.** Tenant may use the Premises for the transmission and reception of communications signals and the installation, construction, maintenance, operation, repair, replacement and upgrade of its communications fixtures and related equipment, cables, accessories and improvements, which may include a suitable support structure, associated antennas, equipment shelters or cabinets and fencing and any other items necessary to the successful and secure use of the Premises (collectively, the "Communication Facility"), as well as the right to test, survey and review title on the Property; Tenant further has the right but not the obligation to add, modify and/or replace equipment in order to be in compliance with any current or future federal, state or local mandated application, including, but not limited to, emergency 911 communication services, at no additional cost to Tenant or Landlord (collectively, the "Permitted Use"). Landlord and Tenant agree that any portion of the Communication Facility that may be conceptually described on Exhibit 1 will not be deemed to limit Tenant's Permitted Use. If Exhibit 1 includes drawings of the initial installation of the Communication Facility, Landlord's execution of this Agreement will signify Landlord's approval of Exhibit 1. For a period of ninety (90) days following the start of construction, Landlord grants Tenant, its subtenants, licensees and sublicensees, the right to use such portions of Landlord's contiguous, adjoining or Surrounding Property as described on Exhibit 1 as may reasonably be required during construction and installation of the Communications Facility. This grant by Landlord does not warrant that such portions of Landlord's contiguous, adjoining or Surrounding Property are adequate or appropriate for Tenant's construction and construction staging needs. Tenant has the right to install and operate transmission cables from the equipment shelter or cabinet to the antennas, electric lines from the main feed to the equipment shelter or cabinet and communication lines from the main entry point to the equipment shelter or cabinet, and to make Property improvements, alterations, upgrades or additions appropriate for Tenant's use ("Tenant Changes"). Tenant Changes include the right to construct a fence around the Premises and undertake any other appropriate means to secure the Premises at Tenant's expense. Tenant agrees to comply with all applicable governmental laws, rules, statutes and regulations, relating to its use of the Communication Facility on the Property. Tenant has the right to

modify, supplement, replace, upgrade, expand the equipment, increase the number of antennas or relocate the Communication Facility within the Premises at any time during the term of this Agreement. Tenant will be allowed to make such alterations to the Property in order to accomplish Tenant's Changes or to insure that Tenant's Communication Facility complies with all applicable federal, state or local laws, rules or regulations. In the event Tenant desires to modify or upgrade the Communication Facility, and Tenant requires an additional portion of the Property (the "Additional Premises") for such modification or upgrade, Landlord agrees to lease to Tenant the Additional Premises, upon the same terms and conditions set forth herein, except that the Rent shall increase, in conjunction with the lease of the Additional Premises by a reasonable amount consistent with rental rates then charged for comparable portions of real property being in the same area. Landlord agrees to take such actions and enter into and deliver to Tenant such documents as Tenant reasonably requests in order to effect and memorialize the lease of the Additional Premises to Tenant.

### 3. TERM.

(a) The initial lease term will be five (5) years ("Initial Term"), commencing on the effective date of written notification by Tenant to Landlord of Tenant's exercise of the Option (the "Term Commencement Date"). The Initial Term will terminate on the fifth (5<sup>th</sup>) annual anniversary of the Term Commencement Date.

(b) This Agreement will automatically renew for four (4) additional five (5) year term(s) (each five (5) year term shall be defined as the "Extension Term"), upon the same terms and conditions unless the Tenant notifies the Landlord in writing of Tenant's intention not to renew this Agreement at least sixty (60) days prior to the expiration of the existing Term.

(c) If, at least sixty (60) days prior to the end of the fourth (4<sup>th</sup>) extended term, either Landlord or Tenant has not given the other written notice of its desire that the term of this Agreement end at the expiration of the fourth (4<sup>th</sup>) extended term, then upon the expiration of the fourth (4<sup>th</sup>) extended term this Agreement shall continue in force upon the same covenants, terms and conditions for a further term of one (1) year, and for annual terms thereafter until terminated by either party by giving to the other written notice of its intention to so terminate at least six (6) months prior to the end of any such annual term. Monthly rental during such annual terms shall be equal to the rent paid for the last month of the fourth (4<sup>th</sup>) extended term. If Tenant remains in possession of the Premises after the termination of this Agreement then Tenant will be deemed to be occupying the Premises on a month to month basis (the "Holdover Term"), subject to the terms and conditions of this Agreement.

(d) The Initial Term, the Extension Term and the Holdover Term are collectively referred to as the Term ("Term").

### 4. RENT.

(a) Commencing on the first day of the month following the date that Tenant commences construction (the "Rent Commencement Date"), Tenant will pay the Landlord a monthly rental payment of ("Rent"), at the address set forth above, on or before the fifth (5<sup>th</sup>) day of each calendar month in advance. In partial months occurring after the Rent Commencement Date, Rent will be prorated. The initial Rent payment will be forwarded by Tenant to Landlord within thirty (30) days after the Rent Commencement Date. The term "Rent" shall include any monetary liability from Tenant to Landlord under this Agreement.

(b) In year two (2) of the Initial Term, and each year thereafter, including throughout any Extension Term and any Holdover Term exercised, the yearly rent will increase by three percent (3%) over the Rent paid during the previous year.

(c) All charges payable under this Agreement such as utilities and taxes shall be billed by Landlord within one (1) year from the end of the calendar year in which the charges were incurred; any charges beyond such period shall not be billed by Landlord, and shall not be payable by Tenant. The foregoing shall not apply to monthly rent which is due and payable without a requirement that it be billed by Landlord. The provisions of the foregoing sentence shall survive the termination or expiration of this Agreement.

**5. APPROVALS.**

(a) Landlord agrees that Tenant's ability to use the Premises is contingent upon the suitability of the Premises for Tenant's Permitted Use and Tenant's ability to obtain and maintain all Government Approvals. Landlord authorizes Tenant to prepare, execute and file all required applications to obtain Government Approvals for Tenant's Permitted Use under this Agreement and agrees to reasonably assist Tenant with such applications and with obtaining and maintaining the Government Approvals, at no cost to Landlord.

(b) Tenant has the right to obtain a title report or commitment for a leasehold title policy from a title insurance company of its choice and to have the Property surveyed by a surveyor of Tenant's choice. In the event Tenant determines prior to the Term Commencement Date, in its sole discretion, due to the title report results or survey results, that the condition of the Premises is unsatisfactory, Tenant will have the right to terminate this Agreement upon notice to Landlord.

(c) Tenant may also perform and obtain, at Tenant's sole cost and expense, soil borings, percolation tests, engineering procedures, environmental investigation or other tests or reports on, over, and under the Property, necessary to determine if the Tenant's use of the Premises will be compatible with Tenant's engineering specifications, system, design, operations or Government Approvals.

(d) The indemnity and hold harmless provisions of Paragraph 1(b) shall apply to the surveying, testing and investigations above.

**6. TERMINATION.** This Agreement may be terminated, without penalty or further liability, as follows:

(a) by either party on thirty (30) days prior written notice, if the other party remains in default under Paragraph 15 of this Agreement after the applicable cure periods;

(b) by Tenant upon written notice to Landlord, if Tenant is unable to obtain, or maintain, any required approval(s) or the issuance of a license or permit by any agency, board, court or other governmental authority necessary for the construction or operation of the Communication Facility as now or hereafter intended by Tenant; or if Tenant determines in its sole discretion that the cost of obtaining or retaining the same is commercially unreasonable;

(c) by Tenant upon written notice to Landlord for any reason or no reason, at any time prior to commencement of construction by Tenant; or

(d) by Tenant upon sixty (60) days prior written notice to Landlord for any reason, so long as Tenant pays Landlord a termination fee equal to three (3) months Rent, at the then current rate, provided, however, that no such termination fee will be payable on account of the termination of this Agreement by Tenant under any one or more of Paragraphs 5(b), 6(a), 6(b), 6(c), 8, 11(d), 18, 19 or 23(j) of this Agreement.

**7. INSURANCE.**

Tenant will carry during the Term, at its own cost and expense, the following insurance: (i) "All Risk" property insurance for its property's replacement cost; (ii) commercial general liability insurance with a minimum limit of liability of Two Million Five Hundred Thousand Dollars \$2,500,000 combined single limit for bodily injury or death/property damage arising out of any one occurrence; and (iii) Workers' Compensation Insurance as required by law. The coverage afforded by Tenant's commercial general liability insurance shall apply to Landlord as an additional insured, but only with respect to Landlord's liability arising out of its interest in the Property. Tenant will provide proof of insurance to Landlord upon written request.

**8. INTERFERENCE.**

(a) Where there are existing radio frequency user(s) on the Property, the Landlord will provide Tenant with a list of all existing radio frequency user(s) on the Property to allow Tenant to evaluate the potential for interference. Tenant warrants that its use of the Premises will not interfere with existing radio frequency user(s) on the Property so disclosed by Landlord, as long as the existing radio frequency user(s) operate and continue to operate within their respective frequencies and in accordance with all applicable laws and regulations.

(b) Landlord will not grant, after the date of this Agreement, a lease, license or any other right to any third party for the use of the Property, if such use may in any way adversely affect or interfere with the

Communication Facility, the operations of Tenant or the rights of Tenant under this Agreement. Landlord will notify Tenant in writing prior to granting any third party the right to install and operate communications equipment on the Property.

(c) Landlord will not use, nor will Landlord permit its employees, tenants, licensees, invitees or agents to use, any portion of the Property in any way which unreasonably interferes with the Communication Facility, the operations of Tenant or the rights of Tenant under this Agreement. Landlord will make all reasonable efforts to cause such interference to cease within twenty-four (24) hours after receipt of notice of interference from Tenant. In the event any such interference does not cease within the aforementioned cure period then the parties acknowledge that Tenant will suffer irreparable injury, and therefore, Tenant will have the right, in addition to any other rights that it may have at law or in equity, for Landlord's breach of this Agreement, to elect to enjoin such interference or to terminate this Agreement upon notice to Landlord.

#### **9. INDEMNIFICATION.**

(a) Tenant agrees to indemnify, defend and hold Landlord harmless from and against any and all injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs) arising directly from the installation, use, maintenance, repair or removal of the Communication Facility, from the actions or failure to act of the Tenant or its employees or agent's, or Tenant's breach of any provision of this Agreement, except to the extent attributable to the negligent or intentional act or omission of Landlord, its employees, agents or independent contractors.

(b) Landlord agrees to indemnify, defend and hold Tenant harmless from and against any and all injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs) arising directly from the actions or failure to act of Landlord or its employees or agents, or Landlord's breach of any provision of this Agreement, except to the extent attributable to the negligent or intentional act or omission of Tenant, its employees, agents or independent contractors.

(c) Notwithstanding anything to the contrary in this Agreement, Tenant and Landlord each waives any claims that each may have against the other with respect to consequential, incidental or special damages.

#### **10. WARRANTIES.**

(a) Tenant and Landlord each acknowledge and represent that it is duly organized, validly existing and in good standing and has the right, power and authority to enter into this Agreement and bind itself hereto through the party set forth as signatory for the party below.

(b) Landlord represents and warrants that: (i) Landlord solely owns the Property as a legal lot in fee simple, or controls the Property by lease or license; (ii) the Property is not encumbered by any liens, restrictions, mortgages, covenants, conditions, easements, leases, or any other agreements of record or not of record, which would adversely affect Tenant's Permitted Use and enjoyment of the Premises under this Agreement; (iii) as long as Tenant is not in default then Landlord grants to Tenant sole, actual, quiet and peaceful use, enjoyment and possession of the Premises; (iv) Landlord's execution and performance of this Agreement will not violate any laws, ordinances, covenants or the provisions of any mortgage, lease or other agreement binding on the Landlord; and (v) if the Property is or becomes encumbered by a deed to secure a debt, mortgage or other security interest, Landlord will provide promptly to Tenant a mutually agreeable Subordination, Non-Disturbance and Attornment Agreement.

(c) Tenant represents and warrants that prior to construction of the Communications Facility, Tenant will obtain, and thereafter will maintain, any required approval(s) or the issuance of a license or permit by any agency, board, court or other governmental authority necessary for the construction or operation of the Communication Facility.

#### **11. ENVIRONMENTAL.**

(a) Landlord represents and warrants that, to the best of Landlord's knowledge the Property is free of hazardous substances as of the date of this Agreement, the Property has never been subject to any contamination or hazardous conditions resulting in any environmental investigation, inquiry or remediation. Landlord and Tenant agree that each will be responsible for compliance with any and all environmental and industrial hygiene laws, including any regulations, guidelines, standards, or policies of any governmental



authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene condition or other matters as may now or at any time hereafter be in effect, that are now or were related to that party's activity conducted in or on the Property.

(b) Landlord and Tenant agree to hold harmless and indemnify the other from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of the indemnifying party for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding which is related to (i) the indemnifying party's failure to comply with any environmental or industrial hygiene law, including without limitation any regulations, guidelines, standards or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene conditions or matters as may now or hereafter be in effect, or (ii) any environmental or industrial hygiene conditions that arise out of or are in any way related to the condition of the Property and activities conducted by the party thereon, unless the environmental conditions are caused by the other party.

(c) The indemnifications of this Paragraph 11 specifically include reasonable costs, expenses and fees incurred in connection with any investigation of Property conditions or any clean-up, remediation, removal or restoration work required by any governmental authority. The provisions of this Paragraph 11 will survive the expiration or termination of this Agreement.

(d) In the event Tenant becomes aware of any hazardous materials on the Property, or any environmental or industrial hygiene condition or matter relating to the Property not created or caused by Tenant, its employees, agents or independent contractors that, in Tenant's sole determination, renders the condition of the Premises or Property unsuitable for Tenant's use, or if Tenant believes that the leasing or continued leasing of the Premises would expose Tenant to undue risks of government action, intervention or third-party liability, Tenant will have the right, in addition to any other rights it may have at law or in equity, to terminate the Agreement upon notice to Landlord.

(e) Each party agrees to notify the other immediately upon learning of any environmental or industrial hygiene condition or matter relating to the Property. Notwithstanding anything in this Agreement to the contrary; (i) the Landlord shall at all times control any remediation action on the Property, excepting only emergency containment procedures, (ii) the Landlord shall be furnished with, and approve in writing, any proposed remediation plan or proposal, and (iii) the Landlord shall be informed of any contact with any governmental agency having jurisdiction over the Property and shall participate in all meetings, discussions and interaction with same relating to any such condition.

12. **ACCESS.** At all times throughout the Term of this Agreement, and at no additional charge to Tenant, Tenant and its employees, agents, and subcontractors, will have twenty-four (24) hour per day, seven (7) day per week pedestrian and vehicular access to and over the Property, from an open and improved public road to the Premises for majeure excepted, for the installation, maintenance and operation of the Communication Facility and any utilities serving the Premises. Landlord grants to Tenant an easement for such access and Landlord agrees to provide to Tenant such codes, keys and other instruments necessary for such access at no additional cost to Tenant. Landlord acknowledges that in the event Tenant cannot access the Premises, Tenant shall incur significant damage. If Landlord fails to provide the access granted by this Paragraph 12, such failure shall be a default under this Lease. In connection with such default, in addition to any other rights or remedies available to Tenant under this Lease or at law or equity, Landlord shall pay Tenant, as liquidated damages and not as a penalty, \$500.00 per day in consideration of all of Tenant's damages, including, but not limited to, its lost profits, until Landlord cures such default. Landlord and Tenant agree that Tenant's damages in the event of a denial of access are difficult, if not impossible, to ascertain, and the liquidated damages set forth herein are a reasonable approximation of such damages. Upon Tenant's request, Landlord will execute a separate recordable easement evidencing this right. In the event any public utility is unable to use the access or easement provided to Tenant then the Landlord agrees to grant additional access or an easement either to Tenant or to the public utility, for the benefit of Tenant, at no additional rent to Tenant.

13. **REMOVAL/RESTORATION.** All portions of the Communication Facility brought onto the Property by Tenant will be and remain Tenant's personal property and, at Tenant's option, may be removed by Tenant at

any time during the Term. Landlord covenants and agrees that no part of the Communication Facility constructed, erected or placed on the Premises by Tenant will become, or be considered as being affixed to or a part of, the Property, it being the specific intention of the Landlord that all improvements of every kind and nature constructed, erected or placed by Tenant on the Premises will be and remain the property of the Tenant and may be removed by Tenant at any time during the Term. Within one hundred twenty (120) days of the termination of this Agreement, Tenant will remove all of Tenant's above-ground improvements and Tenant will restore the Premises to its condition at the commencement of the Agreement, reasonable wear and tear and loss by casualty or other causes beyond Tenant's control excepted. Notwithstanding the foregoing, Tenant will not be responsible for the replacement of any trees, shrubs or other vegetation, nor will Tenant be required to remove from the Premises or the Property any structural steel or any foundations or underground utilities.

**14. MAINTENANCE/UTILITIES.**

(a) Tenant will keep and maintain the Premises in good condition, reasonable wear and tear and damage from the elements excepted. Landlord will maintain and repair the Property and access thereto, in good and tenable condition, subject to reasonable wear and tear and damage from the elements.

(b) Tenant will be responsible for paying on a monthly or quarterly basis all utilities charges for electricity, telephone service or any other utility used or consumed by Tenant on the Premises. In the event Tenant cannot secure its own metered electrical supply, Tenant will have the right, at its own cost and expense, to submeter from the Landlord. When submetering is required under this Agreement, Landlord will read the meter and provide Tenant with an invoice and usage data on a monthly basis. Landlord agrees that it will not include a markup on the utility charges. Landlord further agrees to provide the usage data and invoice on forms provided by Tenant and to send such forms to such address and/or agent designated by Tenant. Tenant will remit payment within thirty days of receipt of the usage data and required forms. Failure by Landlord to perform this function will limit utility fee recovery by Landlord to a 12-month period. If Tenant submeters electricity from Landlord, Landlord agrees to give Tenant at least 24 hours advanced notice of any planned interruptions of said electricity. Landlord acknowledges that Tenant provides a communication service which requires electrical power to operate and must operate twenty-four (24) hour per day, seven (7) day per week. If the interruption is for an extended period of time, in Tenant's reasonable determination, the Landlord agrees to allow Tenant the right to bring in a temporary source of power for the duration of the interruption. Landlord will fully cooperate with any utility company requesting an easement over, under and across the Property in order for the utility company to provide service to the Tenant. Landlord will not be responsible for interference with, interruption of or failure, beyond the reasonable control of Landlord, of such services to be furnished or supplied by Landlord.

**15. DEFAULT AND RIGHT TO CURE.**

(a) The following will be deemed a default by Tenant and a breach of this Agreement: (i) non-payment of Rent if such Rent remains unpaid for more than thirty (30) days after receipt of written notice from Landlord of such failure to pay; or (ii) Tenant's failure to perform any other term or condition under this Agreement within forty-five (45) days after receipt of written notice from Landlord specifying the failure. No such failure, however, will be deemed to exist if Tenant has commenced to cure such default within such period and provided that such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Tenant. If Tenant remains in default beyond any applicable cure period, Landlord will have the right to exercise any and all rights and remedies available to it under law and equity.

(b) The following will be deemed a default by Landlord and a breach of this Agreement: (i) failure to provide access to the Premises or to cure an interference problem within twenty-four (24) hours after receipt of written notice of such default, subject to force majeure; or (ii) Landlord's failure to perform any term, condition or breach of any warranty or covenant under this Agreement within forty-five (45) days after receipt of written notice from Tenant specifying the failure. No such failure, however, will be deemed to exist if Landlord has commenced to cure the default within such period and provided such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the

reasonable control of Landlord. If Landlord remains in default beyond any applicable cure period, Tenant will have the right to exercise any and all rights available to it under law and equity, including the right to cure Landlord's default and to deduct the costs of such cure from any monies due to Landlord from Tenant.

16. **ASSIGNMENT/SUBLEASE.** Subject to the requirements of Paragraph 1(b), Tenant will have the right to assign this Agreement or sublease the Premises and its rights herein, in whole or in part. Upon notification to Landlord of such assignment and compliance with Paragraph 1(b), Tenant will be relieved of all future performance, liabilities and obligations under this Agreement.

17. **NOTICES.** All notices, requests, demands and communications hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notices will be addressed to the parties as follows:

If to Tenant: New Cingular Wireless PCS, LLC  
Attn: Network Real Estate Administration  
Re: Cell Site # 10127566; Cell Site Name: 17-92 & I-4  
Fixed Asset No: 10127566  
6100 Atlantic Boulevard  
Norcross, GA 30071

With a copy to: New Cingular Wireless PCS, LLC  
Attn: Legal Department  
Re: Cell Site # 10127566; Cell Site Name: 17-92 & I-4  
Fixed Asset No: 10127566  
5565 Glenridge Connector  
Suite 1700  
Atlanta, GA 30342

If to Landlord: Good Commercial Holdings, LLC  
1590 Bobby Lee Point  
Sanford, Florida 32771

Either party hereto may change the place for the giving of notice to it by thirty (30) days prior written notice to the other as provided herein.

(b) In the event of a change in ownership, transfer or sale of the Property, within ten (10) days of such transfer, Landlord will send the below documents (in Paragraph 17(b)(i)) to Tenant. In the event Tenant does not receive such appropriate documents, Tenant shall not be responsible for any failure to pay the current landlord

- (i) a. Old deed to Property
- b. New deed to Property
- c. Bill of Sale or Transfer
- d. Copy of current Tax Bill
- e. New W-9
- f. New Payment Direction Form
- g. Full contact information for new Landlord including all phone numbers



18. **CONDEMNATION.** In the event Landlord receives notification of any condemnation proceedings affecting the Property, Landlord will provide notice of the proceeding to Tenant within thirty (30) days. If a condemning authority takes all of the Property, or a portion sufficient, in Tenant's reasonable determination, to render the Premises unsuitable for Tenant, this Agreement will terminate as of the date the title vests in the condemning authority. The parties will each be entitled to pursue their own separate awards in the condemnation proceeds, which for Tenant will include, where applicable, the value of its Communication Facility, moving expenses, prepaid Rent, and business dislocation expenses, provided that any award to Tenant will not diminish Landlord's recovery. Tenant will be entitled to reimbursement for any prepaid Rent on a prorata basis.

19. **CASUALTY.** Landlord will provide notice to Tenant of any casualty affecting the Property which affects Tenant's access, use of the Premises, or any part of the Communication Facility within forty-eight (48) hours of the casualty. If any part of the Communication Facility or Property is damaged by fire or other casualty so as to render the Premises unsuitable, in Tenant's reasonable determination, then Tenant may terminate this Agreement by providing written notice to the Landlord, which termination will be effective as of the date of such damage or destruction. Upon such termination, Tenant will be entitled to collect all insurance proceeds payable to Tenant on account thereof and to be reimbursed for any prepaid Rent on a prorata basis. If notice of termination is given, or if Landlord or Tenant undertake to rebuild the Communications Facility, Landlord agrees to use its reasonable efforts to permit Tenant to place temporary transmission and reception facilities on the Property at no additional Rent until such time as Tenant is able to activate a replacement transmission facility at another location or the reconstruction of the Communication Facility is completed.

20. **WAIVER OF LANDLORD'S LIENS.** Landlord waives any and all lien rights it may have, statutory or otherwise, concerning the Communication Facility or any portion thereof. The Communication Facility shall be deemed personal property for purposes of this Agreement, regardless of whether any portion is deemed real or personal property under applicable law, and Landlord consents to Tenant's right to remove all or any portion of the Communication Facility from time to time in Tenant's sole discretion and without Landlord's consent.

21. **TAXES.** Landlord shall be responsible for payment of all ad valorem taxes levied upon the lands, improvements and other property of Landlord. Tenant shall be responsible for all taxes levied upon Tenant's leasehold improvements (including Tenant's equipment building and tower) on the Premises. Landlord shall provide Tenant with copies of all assessment notices on or including the Premises immediately upon receipt, but in no event later than thirty (30) days after receipt by Landlord. If Landlord fails to provide such notice within such time frame, Landlord shall be responsible for all increases in taxes for the year covered by the assessment. Tenant shall have the right to contest, in good faith, the validity or the amount of any tax or assessment levied against the Premises by such appellate or other proceedings as may be appropriate in the jurisdiction, and may defer payment of such obligations, pay same under protest, or take such other steps as Tenant may deem appropriate. This right shall include the ability to institute any legal, regulatory or informal action in the name of Landlord, Tenant, or both, with respect to the valuation of the Premises. Landlord shall cooperate in the institution and prosecution of any such proceedings and will execute any documents required therefore. The expense of any such proceedings shall be borne by Tenant and any refunds or rebates secured as a result of Tenant's action shall belong to Tenant.

22. **SALE OF PROPERTY/RIGHT OF FIRST REFUSAL.**

(a) If Landlord, at any time during the Term of this Agreement, decides to sell, subdivide or rezone any of the Premises, all or any part of the Property or Surrounding Property, to a purchaser other than Tenant, Landlord shall promptly notify Tenant in writing, and such sale, subdivision or rezoning shall be subject to this Agreement and Tenant's rights hereunder. Landlord agrees not to sell, lease or use any areas of the Property or Surrounding Property for the installation, operation or maintenance of other wireless communications facilities if such installation, operation or maintenance would interfere with Tenant's Permitted Use or communications equipment as determined by radio propagation tests performed by Tenant. Any such testing to be at the expense

of Landlord or Landlord's prospective purchaser, and not Tenant. If the radio frequency propagation tests demonstrate levels of interference unacceptable to Tenant, Landlord shall be prohibited from selling, leasing or using any areas of the Property or the Surrounding Property for purposes of any installation, operation or maintenance of any other wireless communications facility or equipment. Landlord shall not be prohibited from the selling, leasing or use of any of the Property or the Surrounding Property for non-wireless communication use. In the event the Property is transferred, the new landlord shall have a duty at the time of such transfer to provide Tenant with a completed IRS Form W-9, or its equivalent, and other related paper work to effect a transfer in Rent to the new landlord. The provisions of this Paragraph 22 shall in no way limit or impair the obligations of Landlord under Paragraph 8 above.

(b) If at any time after the Effective Date, Landlord receives a bona fide written offer from a third party seeking an assignment of the rental stream associated with this Agreement ("Purchase Offer"), Landlord shall immediately furnish Tenant with a copy of the Purchase Offer, together with a representation that the Purchase Offer is valid, genuine and true in all respects. Tenant shall have the right within thirty (30) days after it receives such copy and representation to match the Purchase Offer and agree in writing to match the terms of the Purchase Offer. Such writing shall be in the form of a contract substantially similar to the Purchase Offer. If Tenant chooses not to exercise this right of first refusal or fails to provide written notice to Landlord within the thirty (30) day period, Landlord may assign the rental stream pursuant to the Purchase Offer, subject to the terms of this Agreement (including without limitation the terms of this Subparagraph 22(B), to the person or entity that made the Purchase Offer provided that (i) the assignment is on the same terms contained in the Purchase Offer and (ii) the assignment occurs within ninety (90) days of Tenant's receipt of a copy of the Purchase Offer. If such third party modifies the Purchase Offer or the assignment does not occur within such ninety (90) day period, Landlord shall re-offer to Tenant, pursuant to the procedure set forth in this subparagraph 22(b), the assignment on the terms set forth in the Purchase Offer, as amended. The right of first refusal hereunder shall (i) survive any transfer of all or any part of the Property or assignment of all or any part of the Agreement; (ii) bind and inure to the benefit of, Landlord and Tenant and their respective heirs, successors and assigns; (iii) run with the land; and (iv) terminate upon the expiration or earlier termination of this Agreement.

(c) If Tenant, at any time during the Term of this Agreement, decides to sell its Communication Facility, Landlord shall have the first right of refusal to purchase the Communication Facility from Tenant after receipt of a bona fide written offer. Landlord shall have the right within thirty (30) days after it receives such copy to match the written offer and agree in writing to match the terms of the offer. If Landlord chooses not to exercise this right of first refusal or fails to provide written notice to Tenant within the thirty (30) day period, then Tenant may sell its Communication Facility to a third party.

## 23. MISCELLANEOUS.

(a) **Amendment/Waiver.** This Agreement cannot be amended, modified or revised unless done in writing and signed by an authorized agent of the Landlord and an authorized agent of the Tenant. No provision may be waived except in a writing signed by both parties.

(b) **Memorandum/Short Form Lease.** Either party will, at any time upon fifteen (15) business days prior written notice from the other, execute, acknowledge and deliver to the other a recordable Memorandum or Short Form of Lease in the form attached as Exhibit 2. Tenant may record this Memorandum or Short Form of Lease at any time, in its absolute discretion.

(c) **Bind and Benefit.** The terms and conditions contained in this Agreement will run with the Property and bind and inure to the benefit of the parties, their respective heirs, executors, administrators, successors and assigns.

(d) **Entire Agreement.** This Agreement and the exhibits attached hereto, all being a part hereof, constitute the entire agreement of the parties hereto and will supersede all prior offers, negotiations and agreements with respect to the subject matter of this Agreement.

(e) **Governing Law.** This Agreement will be governed by the laws of the state in which the Premises are located, without regard to conflicts of law.

(f) **Interpretation.** Unless otherwise specified, the following rules of construction and interpretation apply: (i) captions are for convenience and reference only and in no way define or limit the construction of the terms and conditions hereof; (ii) use of the term "including" will be interpreted to mean "including but not limited to"; (iii) whenever a party's consent is required under this Agreement, except as otherwise stated in the Agreement or as same may be duplicative, such consent will not be unreasonably withheld, conditioned or delayed; (iv) exhibits are an integral part of the Agreement and are incorporated by reference into this Agreement; (v) use of the terms "termination" or "expiration" are interchangeable; (vi) reference to a default will take into consideration any applicable notice, grace and cure periods; and (vii) to the extent there is any issue with respect to any alleged, perceived or actual ambiguity in this Agreement, the ambiguity shall not be resolved on the basis of who drafted the Agreement.

(g) **Estoppel.** Either party will, at any time upon twenty (20) business days prior written notice from the other, execute, acknowledge and deliver to the other a statement in writing (i) certifying that this Agreement is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying this Agreement, as so modified, is in full force and effect) and the date to which the Rent and other charges are paid in advance, if any, and (ii) acknowledging that there are not, to such party's knowledge, any uncured defaults on the part of the other party hereunder, or specifying such defaults if any are claimed. Any such statement may be conclusively relied upon by any prospective purchaser or encumbrance of the Premises. The requested party's failure to deliver such a statement within such time will be conclusively relied upon by the requesting party that (i) this Agreement is in full force and effect, without modification except as may be properly represented by the requesting party, (ii) there are no uncured defaults in either party's performance, and (iii) no more than one month's Rent has been paid in advance.

(h) **W-9.** Landlord agrees to provide Tenant with a completed IRS Form W-9, or its equivalent, upon execution of this Agreement and at such other times as may be reasonably requested by Tenant.

(i) **No Electronic Signature/No Option.** The submission of this Agreement to any party for examination or consideration does not constitute an offer, reservation of or option for the Premises based on the terms set forth herein. This Agreement will become effective as a binding Agreement only upon the handwritten legal execution, acknowledgment and delivery hereof by Landlord and Tenant.

(j) **Severability.** If any term or condition of this Agreement is found unenforceable, the remaining terms and conditions will remain binding upon the parties as though said unenforceable provision were not contained herein. However, if the invalid, illegal or unenforceable provision materially affects this Agreement then the Agreement may be terminated by either party on ten (10) business days prior written notice to the other party hereto.

(k) **Counterparts.** This Agreement may be executed in two (2) or more counterparts, all of which shall be considered on and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties. It being understood that all parties need not sign the same counterpart.

(l) **Radon Gas.** In accordance with Florida Law, the following statement is hereby made: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.

[SIGNATURES APPEAR ON THE NEXT PAGE]

Market: Southeast/North Florida  
Cell Site Number: 10127566  
Cell Site Name: 17-92 & 1-4  
Fixed Asset Number: 10127566

IN WITNESS WHEREOF, the parties have caused this Agreement to be effective as of the last date written below.

WITNESSES:

Frederick C. Tambros

Print Name: Frederick C. Tambros

Patti Sholar

Print Name: Patti Sholar

"LANDLORD"

Good Commercial Holdings, LLC, a  
Florida limited liability company

By: [Signature]

Print Name: Michael J. Good

Title: managing member

Date: 6/9/08

WITNESSES:

[Signature]

Print Name: Kathy Porter

[Signature]

Print Name: John Collins

"TENANT"

New Cingular Wireless PCS, LLC,  
a Delaware limited liability company

By: AT&T Mobility Corporation

Its: Manager

By: [Signature]

Print Name: Douglas R. O'Neil

Title: Executive Director

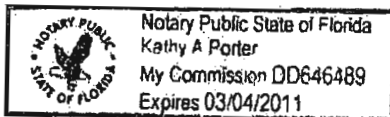
Date: 6-16-08

Market: Southeast/North Florida  
Cell Site Number: 10127566  
Cell Site Name: 17-92 & 1-4  
Fixed Asset Number: 10127566

**TENANT ACKNOWLEDGMENT**

STATE OF Florida )  
COUNTY OF Seminole ) ss:

On the 16<sup>th</sup> day of JUNE, 2008, before me personally appeared Douglas R. O'Neil, and acknowledged under oath that he is the New Cingular Wireless PCS, LLC, by AT&T Mobility Corporation, its manager, a Delaware limited liability company, on behalf of the limited liability company, the Tenant named in the attached instrument, and as such was authorized to execute this instrument on behalf of the Tenant.



Kathy A. Porter  
Notary Public Kathy Porter  
My Commission Expires: 3-4-2011

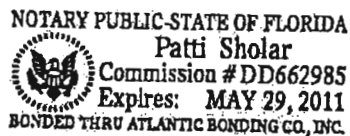
**LANDLORD ACKNOWLEDGMENT**

**CORPORATE ACKNOWLEDGMENT**

STATE OF Florida )  
COUNTY OF Seminole ) ss:

I CERTIFY that on June 9, 2008, Michael J. Good personally came before me and acknowledged under oath that he or she:

- (a) is the managing member of Good Commercial Holdings, LLC a Florida limited liability company, the company named in the attached instrument,
- (b) was authorized to execute this instrument on behalf of the company and
- (c) executed the instrument as the act of the company.



Patti Sholar  
Notary Public: Patti Sholar  
My Commission Expires: 5/29/11

**EXHIBIT 1**

**DESCRIPTION OF PREMISES**

Page 1 of 3

to the Agreement dated \_\_\_\_\_, 2008, by and between Good Commercial Holdings, LLC, a Florida limited liability company, as Landlord, and New Cingular Wireless PCS, LLC a Delaware limited liability company, as Tenant.

The Premises are described and/or depicted as follows:

**PARENT TRACT**

LOT 4, BLOCK 1, AND THE EAST 1/2 OF VACATED STREET ADJACENT AND TO THE WEST OF SAID LOT LESS THE SOUTH 15 FEET OF SAID STREET ADJACENT ON THE WEST, SANFORD FARMS, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGES 127, 128 AND 128 1/2, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA, LESS ROAD RIGHT OF WAY AS CONVEYED TO THE COUNTY OF SEMINOLE BY WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 1786, PAGE 1714, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHEAST CORNER OF LOT 4, BLOCK 1, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGES 127, 128 AND 128 1/2, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA, SAID CORNER BEING ON A CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 3085.78 FEET; THENCE FROM A TANGENT BEARING OF S86°18'50"W, RUN WESTERLY ALONG THE ARC OF SAID CURVE 316.41 FEET THROUGH A CENTRAL ANGLE OF 05°52'30", THENCE RUN N03°37'29"W, ALONG THE WEST LINE OF LOT 4, A DISTANCE OF 42.68 FEET TO A POINT ON A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 25.00 FEET; THENCE FROM A TANGENT BEARING OF S03°37'29"E, RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE 41.63 FEET THROUGH A CENTRAL ANGLE OF 95°23'59" TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 3100.78 FEET; THENCE RUN EASTERLY ALONG THE ARC OF SAID CURVE 288.90 FEET THROUGH A CENTRAL ANGLE OF 05°20'18" TO THE EAST LINE OF SAID LOT 4; THENCE S03°39'43"E, 15.00 FEET TO THE POINT OF BEGINNING.

**LEGAL DESCRIPTION  
(AS PREPARED BY SURVEYOR)**

**AT&T MOBILITY  
LEASE PARCEL  
17-92 & 14 332X0268**

A PORTION OF LOT 4, BLOCK 1, SANFORD FARMS, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGES 127, 128 AND 128 1/2, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID LOT 4 FOR A POINT OF BEGINNING; THENCE SOUTH 03°40'38" EAST, ALONG THE EAST LINE OF SAID LOT 4, A DISTANCE OF 40.00 FEET; THENCE DEPARTING SAID EAST LINE, SOUTH 86°10'25" WEST, A DISTANCE OF 75.00 FEET; THENCE NORTH 03°40'38" WEST, A DISTANCE OF 40.00 FEET TO THE NORTH LINE OF SAID LOT 4; THENCE NORTH 86°10'25" EAST, ALONG SAID NORTH LINE, A DISTANCE OF 75.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.0688 ACRES OR 3000 SQUARE FEET, MORE OR LESS.

**AT&T MOBILITY  
INGRESSEGRESS AND UTILITY EASEMENT  
17-92 & 14 332X0268**

A PORTION OF LOT 4, BLOCK 1, SANFORD FARMS, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGES 127, 128 AND 128 1/2, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID LOT 4; THENCE SOUTH 03°40'38" EAST, ALONG THE EAST LINE OF SAID LOT 4, A DISTANCE OF 40.00 FEET; THENCE DEPARTING SAID EAST LINE, SOUTH 86°10'25" WEST, A DISTANCE OF 75.00 FEET; THENCE NORTH 03°40'38" WEST, A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 86°10'25" WEST, A DISTANCE OF 2.35 FEET; THENCE SOUTH 03°40'38" EAST, A DISTANCE OF 600.01 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF ORANGE BOULEVARD, SAID POINT BEING A POINT ON A CURVE, SAID CURVE BEING CONCAVE SOUTHEASTERLY HAVING A RADIUS DISTANCE OF 3100.78 FEET, A CENTRAL ANGLE OF 00°22'11", A CHORD BEARING OF SOUTH 84°41'59" WEST, AND A CHORD DISTANCE OF 20.01; THENCE SOUTHWESTERLY ALONG SAID NORTH RIGHT OF WAY LINE AND ARC OF SAID CURVE AN ARC DISTANCE OF 20.01 FEET; THENCE DEPARTING SAID NORTH RIGHT OF WAY LINE AND ARC OF SAID CURVE, NORTH 03°40'38" WEST, A DISTANCE OF 620.52 FEET; THENCE NORTH 86°10'25" EAST, A DISTANCE OF 22.35 FEET; THENCE SOUTH 03°40'38" EAST, A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.2858 ACRES OR 12452 SQUARE FEET, MORE OR LESS.

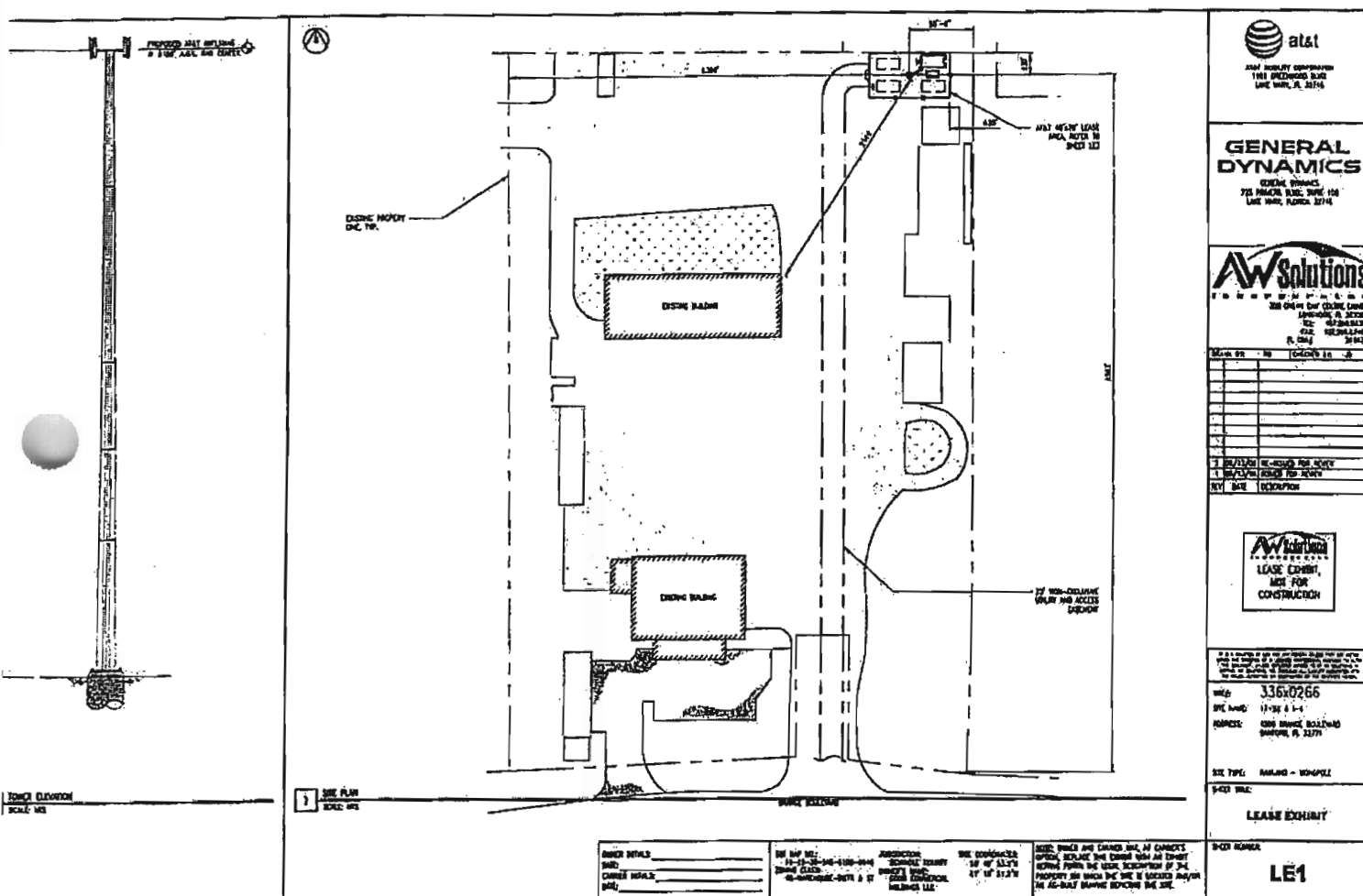
Market: 30012566  
 Cell Site Number: 10127566  
 Cell Site Name: 17-92 & 1-4  
 Fixed Asset Number: 10127566

## DESCRIPTION OF PREMISES

Page 2 of 3

to the Agreement dated \_\_\_\_\_, 2008, by and between Good Commercial Holdings, LLC, a Florida limited liability company, as Landlord, and New Cingular Wireless PCS, LLC a Delaware limited liability company, as Tenant.

The Premises are described and/or depicted as follows:



- Notes:**
1. This Exhibit may be replaced by a land survey and/or construction drawings of the Premises once received by Tenant.
  2. Any setback of the Premises from the Property's boundaries shall be the distance required by the applicable governmental authorities.
  3. Width of access road shall be the width required by the applicable governmental authorities, including police and fire departments.
  4. The type, number and mounting positions and locations of antennas and transmission lines are illustrative only. Actual types, numbers and mounting positions may vary from what is shown above.



1. This Exhibit may be replaced by a land survey and/or construction drawings of the Premises once received by Tenant.
2. Any setback of the Premises from the Property's boundaries shall be the distance required by the applicable governmental authorities.
3. Width of access road shall be the width required by the applicable governmental authorities, including police and fire departments.
4. The type, number and mounting positions and locations of antennas and transmission lines are illustrative only. Actual types, numbers and mounting positions may vary from what is shown above.



Market: Southeast/North Florida  
Cell Site Number: 10127566  
Cell Site Name: 17-92 & I-4  
Fixed Asset Number: 10127566

**EXHIBIT 2**

**MEMORANDUM OF LEASE**

**Prepared by:**

Lea Collins  
United Commercial Real Estate Services, Inc.  
1325 International Parkway, Suite 2211  
Lake Mary, FL 32746

**Return to:**

New Cingular Wireless PCS, LLC  
6100 Atlantic Boulevard  
Norcross, Georgia 30071  
Attn: Network Real Estate Administration

Re: Cell Site # 10127566; Cell Site Name: 17-92 & I-4  
Fixed Asset # 10127566  
State: Florida  
County: Seminole

**MEMORANDUM  
OF  
LEASE**

This Memorandum of Lease is entered into on this \_\_\_\_ day of \_\_\_\_\_, 2008, by and between Good Commercial Holdings, LLC, a Florida limited liability company, having a mailing address of 1590 Bobby Lee Point, Sanford, Florida 32771 (hereinafter referred to as "Landlord") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 6100 Atlantic Boulevard, Norcross, GA 30071 (hereinafter referred to as "Tenant").

1. Landlord and Tenant entered into a certain Option and Lease Agreement ("Agreement") on the \_\_\_\_ day of \_\_\_\_\_, 2008, for the purpose of installing, operating and maintaining a communications facility and other improvements. All of the foregoing are set forth in the Agreement.
2. The initial lease term will be five (5) years ("Initial Term") commencing on the \_\_\_\_ of \_\_\_\_\_, 20\_\_, with four (4) successive five (5) year options to renew. The Landlord and Tenant shall execute and record written notice of any Extension Term exercised by Tenant, otherwise this Memorandum of Lease shall expire automatically at the end of the Initial Term or at the end of each Extension Term thereafter.

Market: Southeast/North Florida  
Cell Site Number: 10127566  
Cell Site Name: 17-92 & I-4  
Fixed Asset Number: 10127566

3. The portion of the land being leased to Tenant (the "Premises") is described in **Exhibit 1** annexed hereto.
4. This Memorandum of Lease is not intended to amend or modify, and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Agreement, all of which are hereby ratified and affirmed. In the event of a conflict between the provisions of this Memorandum of Lease and the provisions of the Agreement, the provisions of the Agreement shall control. The Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns, subject to the provisions of the Agreement.

**IN WITNESS WHEREOF**, the parties have executed this Memorandum of Lease as of the day and year first above written.

WITNESSES:

\_\_\_\_\_

Print Name: \_\_\_\_\_

\_\_\_\_\_

Print Name: \_\_\_\_\_

**"LANDLORD"**

Good Commercial Holdings, LLC, a  
Florida limited liability company

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**"TENANT"**

New Cingular Wireless PCS, LLC,  
a Delaware limited liability company

By: AT&T Mobility Corporation

Its: Manager

\_\_\_\_\_

Print Name: \_\_\_\_\_

\_\_\_\_\_

Print Name: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Market: Southeast/North Florida  
Cell Site Number: 10127566  
Cell Site Name: 17-92 & 1-4  
Fixed Asset Number: 10127566

**TENANT ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_ )  
 ) ss:  
COUNTY OF \_\_\_\_\_ )

On the \_\_\_\_\_ day of \_\_\_\_\_, 2008, before me personally appeared \_\_\_\_\_, and acknowledged under oath that he is the New Cingular Wireless PCS, LLC, by AT&T Mobility Corporation, its manager, a Delaware limited liability company, on behalf of the limited liability company, the Tenant named in the attached instrument, and as such was authorized to execute this instrument on behalf of the Tenant.

Notary Public: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

**LANDLORD ACKNOWLEDGMENT**

***CORPORATE ACKNOWLEDGMENT***

STATE OF \_\_\_\_\_ )  
 ) ss:  
COUNTY OF \_\_\_\_\_ )

I CERTIFY that on \_\_\_\_\_, 2008, \_\_\_\_\_ personally came before me and acknowledged under oath that he or she:

- (a) is the \_\_\_\_\_ of Good Commercial Holdings, LLC a Florida limited liability company, the company named in the attached instrument,
- (b) was authorized to execute this instrument on behalf of the company and
- (c) executed the instrument as the act of the company.

Notary Public: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

Market: Southeast/North Florida  
Cell Site Number: 10127566  
Cell Site Name: 17-92 & I-4  
Fixed Asset Number: 10127566

## **EXHIBIT 1**

### **DESCRIPTION OF PREMISES**

Page 1 of 3

to the Agreement dated \_\_\_\_\_, 2008, by and between Good Commercial Holdings, LLC, a Florida limited liability company, as Landlord, and New Cingular Wireless PCS, LLC a Delaware limited liability company, as Tenant.

The Premises are described and/or depicted as follows:

#### **PARENT TRACT**

LOT 4, BLOCK 1, AND THE EAST 1/2 OF VACATED STREET ADJACENT AND TO THE WEST OF SAID LOT LESS THE SOUTH 15 FEET OF SAID STREET ADJACENT ON THE WEST, SANFORD FARMS, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGES 127, 128 AND 128 1/2, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA, LESS ROAD RIGHT OF WAY AS CONVEYED TO THE COUNTY OF SEMINOLE BY WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 1786, PAGE 1714, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHEAST CORNER OF LOT 4, BLOCK 1, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGES 127, 128 AND 128 1/2, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA, SAID CORNER BEING ON A CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 3085.78 FEET; THENCE FROM A TANGENT BEARING OF S86°18'50"W, RUN WESTERLY ALONG THE ARC OF SAID CURVE 316.41 FEET THROUGH A CENTRAL ANGLE OF 05°52'30"; THENCE RUN N03°37'29"W, ALONG THE WEST LINE OF LOT 4, A DISTANCE OF 42.68 FEET TO A POINT ON A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 25.00 FEET; THENCE FROM A TANGENT BEARING OF S03°37'29"E, RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE 41.63 FEET THROUGH A CENTRAL ANGLE OF 95°23'59" TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 3100.78 FEET; THENCE RUN EASTERLY ALONG THE ARC OF SAID CURVE 288.90 FEET THROUGH A CENTRAL ANGLE OF 05°20'18" TO THE EAST LINE OF SAID LOT 4; THENCE S03°39'43"E, 15.00 FEET TO THE POINT OF BEGINNING.

#### **LEGAL DESCRIPTION (AS PREPARED BY SURVEYOR)**

##### **AT&T MOBILITY LEASE PARCEL 17-92 & 14 332X0266**

A PORTION OF LOT 4, BLOCK 1, SANFORD FARMS, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGES 127, 128 AND 128 1/2, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID LOT 4 FOR A POINT OF BEGINNING; THENCE SOUTH 03°40'38" EAST, ALONG THE EAST LINE OF SAID LOT 4, A DISTANCE OF 40.00 FEET; THENCE DEPARTING SAID EAST LINE, SOUTH 86°10'25" WEST, A DISTANCE OF 75.00 FEET; THENCE NORTH 03°40'38" WEST, A DISTANCE OF 40.00 FEET TO THE NORTH LINE OF SAID LOT 4; THENCE NORTH 86°10'25" EAST, ALONG SAID NORTH LINE, A DISTANCE OF 75.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.0688 ACRES OR 3000 SQUARE FEET, MORE OR LESS.

##### **AT&T MOBILITY INGRESS/EGRESS AND UTILITY EASEMENT 17-92 & 14 332X0266**

A PORTION OF LOT 4, BLOCK 1, SANFORD FARMS, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGES 127, 128 AND 128 1/2, PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID LOT 4; THENCE SOUTH 03°40'38" EAST, ALONG THE EAST LINE OF SAID LOT 4, A DISTANCE OF 40.00 FEET; THENCE DEPARTING SAID EAST LINE, SOUTH 86°10'25" WEST, A DISTANCE OF 75.00 FEET; THENCE NORTH 03°40'38" WEST, A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 86°10'25" WEST, A DISTANCE OF 2.35 FEET; THENCE SOUTH 03°40'38" EAST, A DISTANCE OF 600.01 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF ORANGE BOULEVARD, SAID POINT BEING A POINT ON A CURVE, SAID CURVE BEING CONCAVE SOUTHEASTERLY HAVING A RADIUS DISTANCE OF 3100.78 FEET, A CENTRAL ANGLE OF 00°22'11", A CHORD BEARING OF SOUTH 84°41'59" WEST, AND A CHORD DISTANCE OF 20.01; THENCE SOUTHWESTERLY ALONG SAID NORTH RIGHT OF WAY LINE AND ARC OF SAID CURVE AN ARC DISTANCE OF 20.01 FEET; THENCE DEPARTING SAID NORTH RIGHT OF WAY LINE AND ARC OF SAID CURVE, NORTH 03°40'38" WEST, A DISTANCE OF 620.52 FEET; THENCE NORTH 86°10'25" EAST, A DISTANCE OF 22.35 FEET; THENCE SOUTH 03°40'38" EAST, A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING.

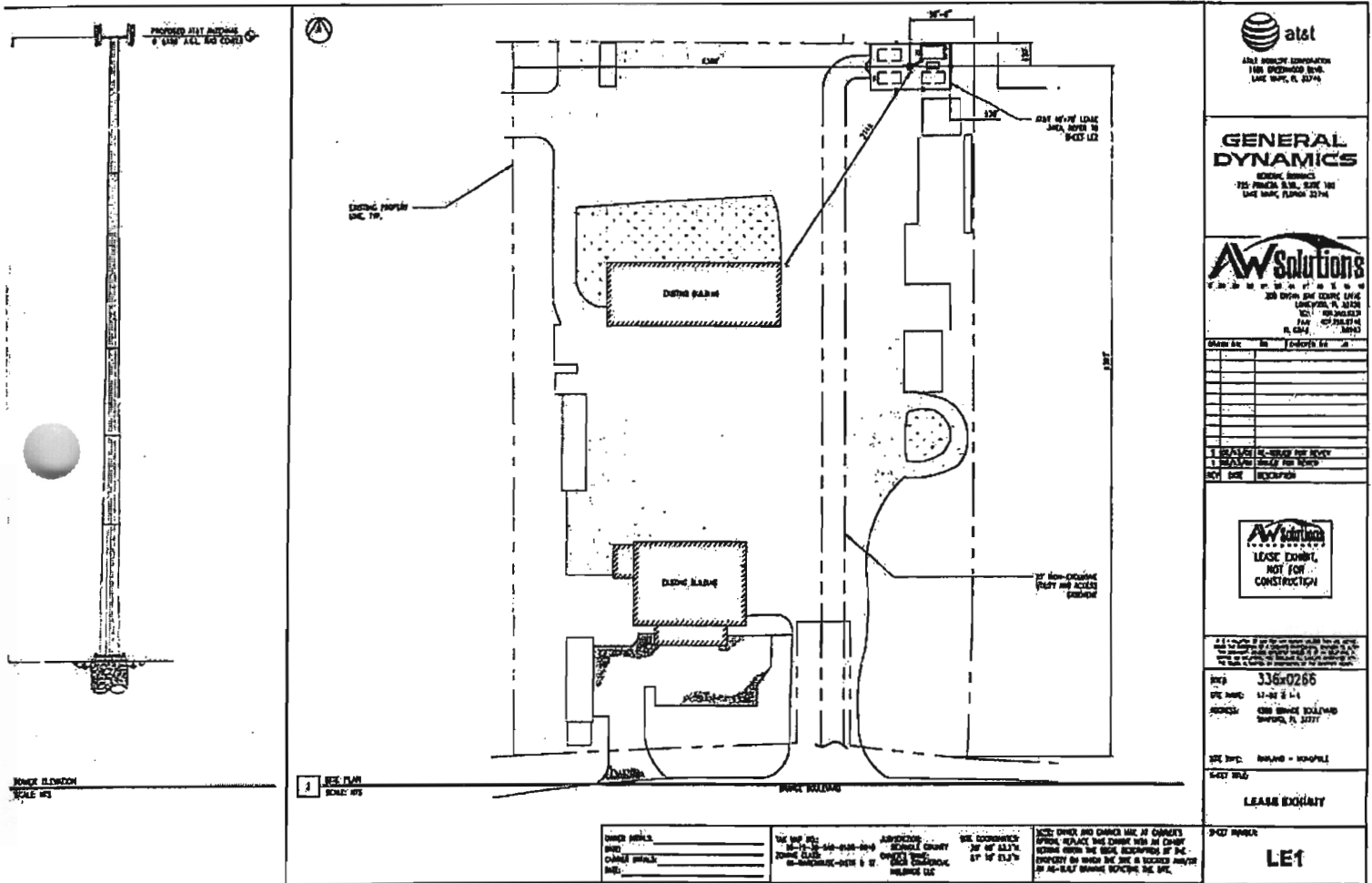
CONTAINING 0.2858 ACRES OR 12452 SQUARE FEET, MORE OR LESS.

# DESCRIPTION OF PREMISES

Page 2 of 3

to the Agreement dated \_\_\_\_\_, 2008, by and between Good Commercial Holdings, LLC, a Florida limited liability company, as Landlord, and New Cingular Wireless PCS, LLC a Delaware limited liability company, as Tenant.

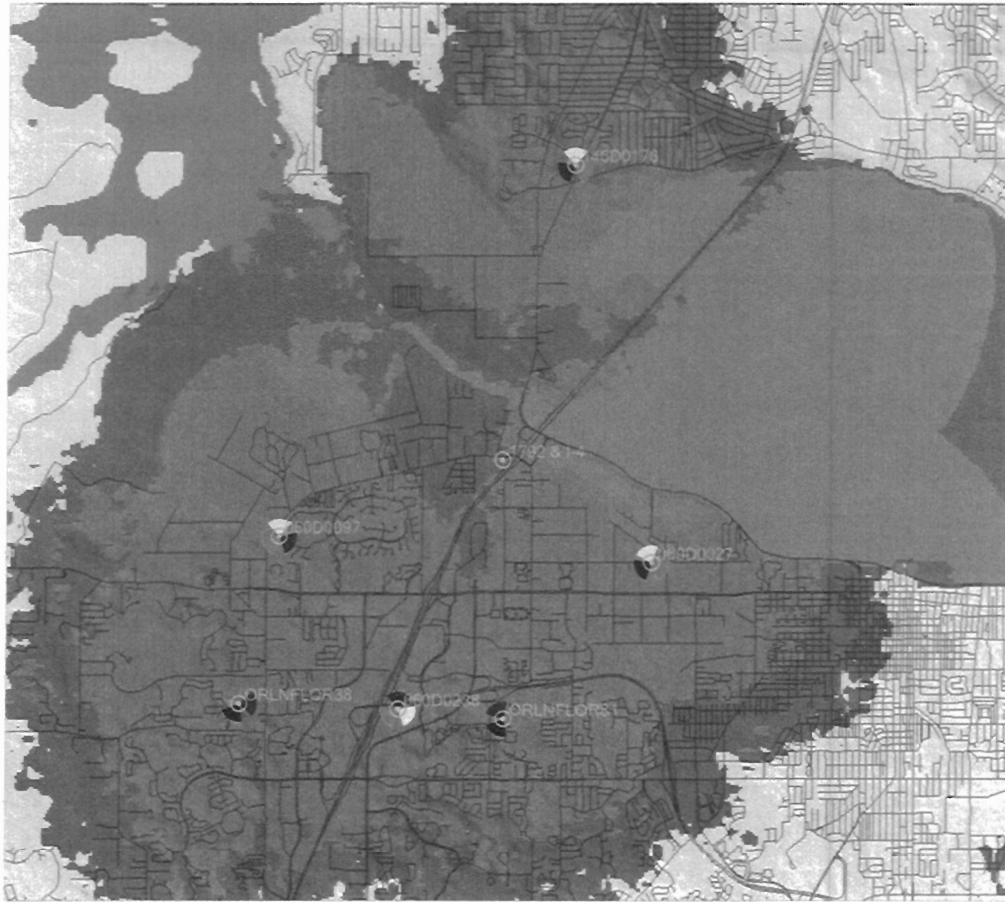
The Premises are described and/or depicted as follows:



## Notes:

1. This Exhibit may be replaced by a land survey and/or construction drawings of the Premises once received by Tenant.
2. Any setback of the Premises from the Property's boundaries shall be the distance required by the applicable governmental authorities.
3. Width of access road shall be the width required by the applicable governmental authorities, including police and fire departments.
4. The type, number and mounting positions and locations of antennas and transmission lines are illustrative only. Actual types, numbers and mounting positions may vary from what is shown above.

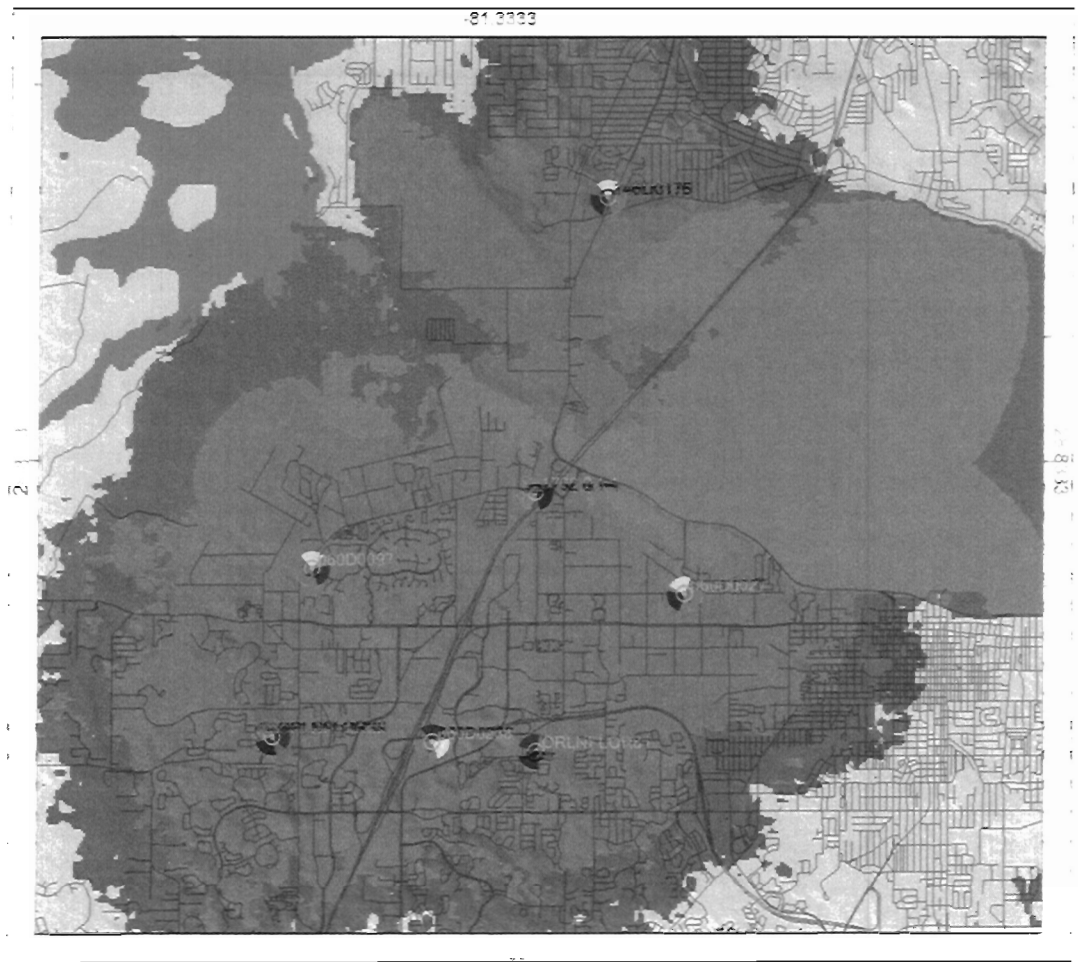
This Exhibit may be replaced by a land survey and/or construction drawings of the Premises once received by Tenant. Any setback of the Premises from the Property's boundaries shall be the distance required by the applicable governmental authorities. Width of access road shall be the width required by the applicable governmental authorities, including police and fire departments. The type, number and mounting positions and locations of antennas and transmission lines are illustrative only. Actual types, numbers and mounting positions may vary from what is shown above.





at&t

17-92 & 1-4



After -95>Blue -87>Red



## **SEMINOLE COUNTY APPROVAL DEVELOPMENT ORDER**

On January 26, 2008, Seminole County issued this Development Order relating to and touching and concerning the following described property:

Lot 4 & E ½ of Vacd St Adjacent on W (less road) Blk 1 Sanford Farms PB 1 PG 127

(The aforescribed legal description has been provided to Seminole County by the owner of the aforescribed property.)

### **FINDINGS OF FACT**

**Property Owner:** Good Commercial Holdings, LLC  
1590 Bobby Lee Point  
Sanford, Fl. 32771

**Project Name:** Orange Boulevard (4500)

#### **Special Exception Approval:**

150' Monopole Communication Tower and it accessory equipment

The Development Approval sought is consistent with the Seminole County Comprehensive Plan and will be developed consistent with and in compliance to applicable land development regulations and all other applicable regulations and ordinances.

The owner of the property has expressly agreed to be bound by and subject to the development conditions and commitments stated below and has covenanted and agreed to have such conditions and commitments run with, follow and perpetually burden the aforescribed property.

Prepared by: Kathy Fall, Principal Planner  
1101 East First Street  
Sanford, Florida 32771

### Order

#### **NOW, THEREFORE, IT IS ORDERED AND AGREED THAT:**

- (1) The aforementioned application for development approval is **GRANTED**.
- (2) All development shall fully comply with all of the codes and ordinances in effect in Seminole County at the time of issuance of permits including all impact fee ordinances.
- (3) The conditions upon this development approval and the commitments made as to this development approval, all of which have been accepted by and agreed to by the owner of the property are as follows:
  1. The proposed tower shall not exceed 150 feet, as verified by a RF (radio frequency) engineer to be the minimum height needed to further AT&T's immediate wireless communication goals in the area.
  2. Any improvements and/or additions to the proposed tower shall be submitted for approval to the County.
  3. No commercial signage or advertising shall be permitted on the proposed tower unless otherwise required by law.
  4. The proposed tower shall not be artificially lighted except to assure human safety or as required by the federal aviation administration.
  5. The monopole tower shall have the capacity to accommodate four (4) carriers.
  6. A listed species survey shall be provided prior to final engineering approval.
  7. Prior to the final development order / approval, an application for full concurrency management shall be provided.
- (4) This Development Order touches and concerns the aforescribed property and the conditions, commitments and provisions of this Development Order shall perpetually burden, run with and follow the said property and be a servitude upon and binding upon said property unless released in whole or part by action of Seminole County by virtue of a document of equal dignity herewith. The owner of the said property has expressly covenanted and agreed to this provision and all other terms and provisions of this Development Order.
- (5) The terms and provisions of this Order are not severable and in the event any portion of this Order shall be found to be invalid or illegal then the entire order shall be null and void.

**Done and Ordered on the date first written above.**

By: \_\_\_\_\_  
Alison C. Stettner  
Planning Manager

**STATE OF FLORIDA     )**  
**COUNTY OF SEMINOLE )**

**I HEREBY CERTIFY** that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared \_\_\_\_\_ who is personally known to me or who has produced \_\_\_\_\_ as identification and who executed the foregoing instrument.

**WITNESS** my hand and official seal in the County and State last aforesaid this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

\_\_\_\_\_  
Notary Public, in and for the County and State  
Aforementioned

My Commission Expires:

## **SEMINOLE COUNTY DENIAL DEVELOPMENT ORDER**

On January 26, 2009, Seminole County issued this Development Order relating to and touching and concerning the following described property:

Lot 4 & E ½ of Vacd St Adjacent on W (less road) Blk 1 Sanford Farms PB 1 PG 127

(The aforescribed legal description has been provided to Seminole County by the owner of the aforescribed property.)

### **FINDINGS OF FACT**

**Property Owner:** Good Commercial Holdings, LLC  
1590 Bobby Lee Point  
Sanford, Fl. 32771

**Project Name:** Orange Boulevard (4500)

**Special Exception Approval:**

150' Monopole Communication Tower and it accessory equipment

Approval was sought to construct a 150' Monopole Communication Tower and its accessory equipment. The Board of Adjustment finds that the proposed use is inconsistent with development trends in the area and would adversely affect the public interest and should not be permitted.

The requested development approval is hereby denied.

Prepared by: Kathy Fall, Principal Planner  
1101 East First Street  
Sanford, Florida 32771

**Done and Ordered on the date first written above.**

By: \_\_\_\_\_  
Alison C. Stettner  
Planning Manager

**STATE OF FLORIDA     )**  
**COUNTY OF SEMINOLE   )**

**I HEREBY CERTIFY** that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared \_\_\_\_\_ who is personally known to me or who has produced \_\_\_\_\_ as identification and who executed the foregoing instrument.

**WITNESS** my hand and official seal in the County and State last aforesaid this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

\_\_\_\_\_  
Notary Public, in and for the County and State  
Aforementioned

My Commission Expires: